Case Number

88-943

Supreme Court, U.S.
FILED
JUN 28 1988
JOSEPH F. SPANIOL, JR.
CLERK

IN THE

United States SUPREME Court

FALL TERM 1988

PETITION FOR WRIT OF CERTIORARI

JOHN G. BARROW JR.
Plaintiff - Apellant - Petitioner
vs.
H. RAY WALKER
Defendant - Appellee - Respondant

ON WRIT OF CERTIORARI FROM THE U.S. COURT OF APPEALS, ELEVENTH CIRCUIT ATLANTA, GEORGIA

John G. Barrow Jr.
A Layman without legal education
Rt. 1 Box 470
Callahan, Florida 32011
(904) 845-2475

DECISION MAKERS NOTES

IN THE (1)
SUPREME COURT OF THE UNITED STATES
WASHINGTON, D.C. 20543

JOHN G. BARROW JR

Plaintiff-Appellant-Petitioner

VS

H. RAY WALKER,

Defendant-Appellee- Respondant

****

PETITION FOR WRIT OF CERTIORARI

##########

a) * * QUESTIONS PRESENTED TO BE REVIEWED

QUESTION NUMBER ONE: Does the term per annum mean a Time Peroid of one year ? Year by Year ?

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QUESTION NUMBER TWO: Does interest accrue year by year to the unpaid balance, year by year, if not paid ? In this Case there has been absolutely no answer to any averment to

any Complaint, Fed. Rules Civ.Proc. Rule 7(a)

Appellant has had no opportunity to be heard, there has been no responsive pleadings. F.R.C.P. Rule 8(d).

No day in court.

QUESTION NUMBER THREE: Was the District Court decision of dismissal without any adjudication of any issue, an abuse of discretion ? 92 S Ct @ 2605 and 2609.

****

On the 5th day of April, 1985, Judge Wm Terrell Hodges consolidated all 12 seperately filed Actions into one Gommed up Conspiracy. Judge Hodges did assign to Judge Hodges, all 12 cases.

QUESTION NUMBER FOUR:

Without any evidentiary hearing, was the consolidation of Hodges " ALL OF THESE CASES" an abuse of discretion ? SEE: Edwards v E.I. DuPonte, 183 F 2d 165 (5th Cir).

****

The Magistrate, Harvey E Schlesinger with no record of any proceedings in Written Form indicating any evidence, or any reasons relied upon in reaching his conslusion did upon his own "Say-So" only, make the decision that Sanctions were appropriate, with no Rule 42(b) Procedure,absolutely no evidentiary hearing and no jury. Schlesinger /Hodges has since inflicted $80,677.47 in judgments upon this pro se person.

QUESTION NUMBER FIVE: Was this Cruel and Unjust Punishment ? See: Doanldson v Clark,786,F 2d 1970 11th Cir.

See: Also; Jones v Bales, 58 F.R.D. 453, (ND.) Ga. 1972 aff'd 480 F 2d 805 (5th Cir 1978)

The Court Holds:

" " Pro se litigants are not subject to the unusal incentives against filing repetitive, frivolous or malicious lawsuits" They are immune from imposition or costs. If they are un-successful and because of their poverty they are practically immune from later tort actions for " Malicious prosecution or abuse of process"

****

Barrow v Walker, being consolidated with other Cases, by Judge Hodges into one Gommed up mess, those Cases are constantly scrambled with All other Cases. In most of these cases the Magistrate's recommendation does boast:

" Counsel obtained the results sought; dismissal of the case prior to trial, and relief from immediate harassment of the suit"

QUESTION NUMBER SIX: Does this confession by a Central figure in this Wheel

Within A Wheel Conspiracy , constitute "an Admission of INTENT" to inflict a felonious injury upon this pro se person, in collusion with others ?

Commonwealth v Hunt , 45 Mass (4Met) 111, 123, (1942) (Shaw C.J.) Biskind v U.S., 281 Fed. 47 Cir (1922). Monroe v Pape, 365 U.S. 167,

****

QUESTION NUMBER SEVEN: Was this an abuse of discretion ?

****

In the Instant Case the 11th Circuit court affirmed the District Court's dismissal,which was Void,because of having been reached without Due Process of Law.

QUESTION NUMBER EIGHT:Was the 11th Circuit's affirmance of this Void decision and also an abuse of discretion ? U.S.C.A. Const. Amend.5 and 92 S.Ct,@ 2605.

****

QUESTION NUMBER NINE: As related to this Action, does the review of the " entire record";

a) apply to the Court of First Instance only ? or (b) To all Courts ?

Monroe v Pape,356, U.S. 167;

****

QUESTION NUMBER TEN: Is one misstep decisive to the expedition of a proper decision on the Merits, with no Open Forum and without any opportunity to be heard ? Conley v Gibson 78 S.Ct.99;

and is this pro se person entitled to an opportunity to be heard ?

****

QUESTION NUMBER ELEVEN:If this pro se person is sent by this court , back down to the bottom of the hill, to

begin anew, at the same place of beginning of this action , and the same biased and prejudiced Court, would this pro se Person have even as much as a prayer ?

****

QUESTION NUMBER TWELVE : This Petitioner respectfully Urges this Court to determine Whether or Not, this pro se person in asking for Redress of Grievances, well grounded in law, and well grounded in fact is entitled to be heard, to examine the evidence, confrontation of Witnesses and a "92 S.Ct.@ 2605 record" or, is Cruel and Unjust Punishment ALL THAT THERE IS ? Had this pro se Person prevailed, would he also receive $80,677.47 in Reciprocity ? (attorneys fees)

b) * * PARTIES TO PROCEEDING IN THE COURT WHOSE JUDGMENT IS SOUGHT TO BE REVIEWED

1) H. Ray Walker

2) Marlin M Feagle, Attorney for H. Ray Walker. P.O. Box 1653, Lake City, Florida 32056

3) John G. Barrow Jr Rt 1 Box 470 Callahan, Florida 32011

In this Case and Controversy, there has been many FEDERAL QUESTIONS that have been completely ignored. The same as if not even submitted herein. The Eleventh Circuit has sanctioned and does condone and affirm dismissal without Due Process of Law, without protection of the law equal to that afforded others.

Without some record of each proceeding and the Decisionmaker's

conclusion set forth in written form indicating any evidence, except that of Schlesinger's own "Say-So" nor any reason except Defendants:

" Counsel obtained the results sought; dismissal of the case prior to trial, and relief from the immediate harassment of the suit"

In Morrissey v Brewer, 92 S,Ct,@ 2605; The Supreme Court Holds:

" Moreover, in each Case the decisionmaker must be impartial, there must be some record of the proceedings, and the decisionmaker's conclusions must be set forth in written form indicating both the evidence and the ressons relied upon, because of the Due Process Clause requires these proceedings"

There can be volumes of Case Law presented to emphasize the Court of First Instance, departure from the accepted and usual course of Judicial proceedings. To say nothing of the

11th Circuit condoning the des-

crepencies by their affirming " dis-

missal" repugnant to the Due Process

of Law Clause and repugnant to the

Protection of the Law Clause, of our

Constitution.

This is Raw !

This is Bitter !

This does Stink !

Then the Central Figures in the Wheel

Within A Wheel Conspiracy call for San-

ctions, $80,677.47 to be inflicted upon

this pro se person, only because this

pro se person, is a Pro se person.

In Jones v Bales, 58 F.R.D. 453 (N.D. GA 1972) affid 480 F 2d 805 (5th Cir 1978)

"Pro se litigants are not subject to the unusual incentives against filing repetitive, frivolous or malicious lawsuits. They are immune from imposition or costs.

If they are unsuccessful, and because of their poverty they are practically immune from later tort actions for 'malicious prosecution or abuse of process "

All of the above and more illegal acts and discrepencies in procedure, does call, ever so loudly, for the exercise of THIS COURTS POWER OF SUPERVISION.

The most Asinine and Repugnant aspect of this Case and Controversy is the very attitude of the Central Figures and their co-conspirators in this Wheel Within A Wheel Conspiracy. Defendants Counsel;

" Obtained results sought; dismissal of the case prior to trial, and relief from the immediate harassment of the suit"

Schlesinger and Hodges are so independent and impartial, Schlesinger's Boasting of Success on behalf of his defendant co-horts obtaining relief, with a Complete Absence

of any answer to any averment, no responsive pleading, no hearing on the issues, no confrontation of the Adverisaries, absolutely no Due Process of law, is so Asinine, as to constitute an admission of corruption in our Federal Court System. Need more be said ?

Yes, a Lot More. An Appeal in the 11th Circuit afformance of this RAW GUT infliction by the " Judge Handling Wahl/Hodges District Court" of the Overt Sanctions amounting to a total of to date, $80,677.47 in Cruel and Unjust Sanctions Plus absolutely no opportunity to be heard and no Morrissey v Brewer 92 S.Ct.@ 2605, record is so unconscionable as to provoke violance, of a Very Hideous Nature. So Heinous as to litterly rape our Constitution of these United States of America.

So egergious as to defy any description by any verbage. As out and out admission of Conspiracy of the Most Overt Nature !

SEE: Commonwealth V Barnes, 107 Pa. Super 46 162 A 670 675.

CREATION OF REMEDY

" In a case of actual controversy within its jurisdiction except with respect to Federal Taxes, any court of the United States and the District Court for the Territory of Alaska, upon filing an appropriate pleading, may declare the rights and other relations of any interested party, seeking such declaration shall be sought. Any such declaration shall have the Force and Effect of a final judgment or decree and shall be reviewable as such"
28 U.S.C.A. § 2202

FURTHER RELIEF

Further relief necessary or proper relief based on a declaratory judgment of decree may be granted after reasonable notice and hearing against any adverse party whose rights have been determined by such judgment.

SEE: Also; 28 U.S.C.A. § 2106

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The subject matter set forth in the Com-(15).
plaint does arise under the Constit-
ution of these United States and is
within 28 U.S.C. § 1343, U.S.C.A.
§ 1343

Article III § 2 of the Federal Const-
itution provides that:

" The judicial power shall extend to all cases, in law and equity arising under this Constitution the laws of the United States and Treaties made or shall be made under their authority"

It is clear that the Cause of Action is one which " arises under" the Federal Constitution.
Since the Complaint plainly sets forth a Case arising under the Constitution the subject-matter is within the Federal Judicial power defined in Art. III § 2, and so within the power of Congress to assign to the jurisdiction of the District Court. Congress has exercised that power in 28 U.S.C. § 1343 (3) U.S.C.A. § 1343 (3)

" The District Court shall have original jurisdiction of any civil action authorized by law"

g)(16)* STATEMENT OF THE CASE

This Case and Controversy has arisen as a results of over two hundred loans made to the State of Florida, County of Columbia, by the individual upon the request of the State.

2) There are but two parties involved in each loan.

(a) The Agent for the State, requesting the loan.

b) The individual or his Agent accepting the offer of the State by the Granting of the loan, to the State Agent. There is no third party. The land owner never gives his consent.

3) These loans are witnessed by individual loan contracts that are commonly called " Tax Certificates"

4) These instruments, the loan con-

tracts, are freely given to witness the terms and conditions of the loans.

5) It is only a Myth that the "contract for loan" " Tax Certificate" if you perfer, is sold like that of a Lottery Ticket.

6) The Loan Contract specifically spells out the principal amount of the loan and the rate of interest per annum (each year) that is agreed upon by the parties, the Lendor and the Lendee.

7) As security for each loan," The Loan Contract" offers and spells out the description of a parcel of land whose tax is delinquent.

8) Any reading and reasonable thinking person,understands that the owner of the delinquent property

is not a party to the loan.

9) The loan is actually a Punitive measure, authorized by laws of Florida to support the function of Government.

10) The owner of property offered as security for the loan never gives his consent to offer his real property as security, or to issue the loan contract.

11) The loan contract (tax certificate) is a two party affair always.

Fed Rules Civ. Proc. Rule 54 (c)
28 U.S.C.A.

" Under the Federal Rules Plaintiff pleads facts and not law, and the law is to be applied by the Court"

" A Plaintiff cannot be deprived of his rights without a trial, even if the trial promises to be long and burdensome".

PROBLEMS THAT HAVE ARISEN

1) As any other Contract for a loan, the Contract can be assigned to another lender.

2. The Agent for the State, The Tax Collector who is always the lendee is in the Office for four years.

4. The laws of Florida provide that the Tax Collector is the borrowing party as well as the sole JUDGE and JURY as related to any discrepency.

See: Florida Statute Chapter 197.056 (2) (1975) (1977) and 197.0151 Lien for taxes.

"(2) A lien created through the sale of a tax certificate (loan contract) may not be foreclosed or enforced in any manner except as prescribed in this chapter " this truely unconstitutional. That is, by the political whims of the Tax Collector acting as "Judge and Jury" completely devoid of any due

process of law.

5) Defendant H. Ray Walker never repays any loan as per the terms of the individual contract.

(a) Defendant Walker does not demand the return of the contract, therefore same cannot be cancelled.

b) Defendant Walker does pay as little as Eight-Tenths of one percent of the amount of interest required to be paid by the rate agreed upon and stated in the Contract. See page 172 and 173 Appnd.

(c) As a matter of fact, some of the Contracts that belong to this Plaintiff have been paid to other individuals because of Malice, Scienter and Enmity, of Defendant Walker.

(d) Defendant Walker will not give

an itemized account of the interest earned by the forebearance of the money detained.

(e) Defendant Walker will not give an accounting for the loan contracts held on hand by this Plaintiff and enumerated on the Exhibit "E-1" Page 182 of the Appendix.

(f) Defendant Walker when repaying each loan apparently uses no mathematical formula. He pays just what figure that pops up in his mind.

(g) The amount of the injury in dollars and Cents caused by Defendant Walker to this plaintiff, can never be accurately determined, however, if Defendant Walker would complete the Form Exhibit " E-1" of the appendix. As an example the results would demonistrate the

manner in which Defendant Walker is impairing the obligation of State Contracts. See Page 182 of the Appendix and Page 183 .

(h) This accounting would also conclusively show an astronomical amount of property (cash due plaintiff) being taken and held in an illegal manner, repugnant to the Constitution of these United States, violating the Taking Clause of the Fifth Amendment, as incorporated against the Statutes by the Fourteenth Amendment Jurisdiction 479 ---- (1986).

(i) The implementation of the laws of Florida as related to the Contract of loans by and between the State and the individual lenders constitutes an out and out scheme by the State of

extortion, when in fact there is no relief in the State Courts except as provided bt Florida Statute Chapter 197.056 (2) (1975) and 197.0151 which puts the Fox Guarding The Hen House. It is the intention of the State that the so-called " Tax Certificate" is not a Good-faith loan contract, then in that event the instrument should be entitled.

(a) " A Badge of Fraud" intended to be hassled in a Court of Law.

(b) " A FOOLS LOTTERY" conditioned upon a public sale two years later.

(c) " AN INTEREST BEARING PAPER" that may or may not earn interest by the month, times the number of months, if and when paid, if ever repaid ?

h) * * REVIEW OF JUDGMENT

1) This Case and Controversy was submitted to the Court of First instance for a judicial determination, of;

1) When an instrument expresses that interest is to be paid at a given rate per annum, is THE TIME PEROID, year by year, whether paid or not ?

2) When an instrument expresses a Stated Rate of interest per annum, does the interest accrue to the unpaid balance, year by year, if not paid, even though this arrangement by acquiescence runs on and on for twenty (20) years ?

3) The Defendant alleges that the interest is to be calculated:

" The stated rate of interest divided by 12 times the number of months"

Whether it be 6 months or 200 months.

4) The entire record speaks for itself.

5) The above questions are the Cause of Action, and the reason why this case and controversy presents questions so substantial as to require plenary consideration with Briefs on the Merits and Oral Argument for their resolution.

Some of the Special and Important reasons for this Petition for Certiorari are:

(a) Question Number 1: Above, " Time Peroid".

(b) Question Number 2:Above, " Interest Accuring"

(c) The alleged proceedings in the Court of First Instance.

(d) The Alleged proceedings in the

11th Circuit Court of Appeals.

(e) The filthy corruption so glearing obvious in Our Federal Court system.

****

(a) and (b) ARE OBVIOUS

Let us review (a) and (b) above. The answer thereto is ever so obvious however, there has been no answer of any kind or nature from the Defendants, the court of First Instance, or the 11th Circuit there must be a consummation of same, as relief guaranteed by our Constitution demands, at least some sort of adjudication as there are questions that have arisen.

Then too, they are Federal Questions for the reason that the Sleasy calculation of interest to the contrawise

results in the taking of property without full and just compensation repugnant to the Taking Clause of Our Constitution, a Federal Question. In addition thereto, there is an Impairing of Obligation of Contract, another Federal Question.

(c) ALLEGED PROCEEDING IN THE COURT OF FIRST INSTANCE

1) This Petitioner filed a Complaint the 4th day of February 1985, .There has been no answer to any averment. NO RESPONSIVE PLEADING.

2) On the 5th day of April, 1985, the Honorable W.T. Hodges cut off this Petitioners access to Court, with no Jurisdiction.

This decision was reached without Due Process of Law U.S.C.A. Const Amend 5.

(28)
No notice of Hearing Grannis v Brewer 34 S.Ct. 779;
Boddie v Conn, 91 S.Ct.780;

No Written Form indicating any evidence or reason relied upon. Morrissey v Brewer, 92 S.Ct.@ 2605.

And W.T. Hodges did assign " All of these Cases" to W.T. Hodges the 7 th day of August, 1985. Then W.T. Hodges consolidated " All of these Cases" in definance of the 5th Circuit's Edwards v E.I. DuPonte, Denemour and Co. et al, 183 F 2d 165.

On the 28th day of January, 1986, the 11th Circuit vacated Hodges ruling, however, this made little difference. The Order of the 5th day of February, 1986, was handled the same as before the Mandate of the 11th Circuit. On

the 15th day of August 1986, the decisionmaker Harvey E Schlesinger ruled again. With no Jurisdiction this decision was reached without due process of law. U.S.C.A. Const. Amend 5. No notice of hearing Grannis v Orden, 34, S.Ct 779.

No written Form indicating any evidence or reasons relied upon. Morrissey v Brewer 92 S.Ct,@ 2605.

On the 27 th day of August 1986, W.T. Hodges as decisionmaker, ruled again with no jurisdiction. This Decision was reached without Due Process of Law. U.S.C.A. Const. Amend 5.

No Notice of Hearing, Grannis v Orden 34 S.Ct.779.

No Written Form indicating any evidence or reasons relied upon. Morri-

issey v Brewer[30], 92 S.Ct.@ 2605.

On the 17th day of September 1987, W.T. Hodges decisionmaker, ruled again, with no jurisdiction.

This decision was reached without Due Process of Law. U.S.C.A. Const Amend 5.

No Notice of hearing, Grannis v Orden 34 S.Ct.779.

Boddie v Conn,91 S.Ct.780.

No Written Form indicating any evidence or reasons relied upon. Morrissey v. Brewer 92 S,Ct.@ 2605.

See Exhibit Pages 79 and 80 of the Appendix.

In the same fashion on the 20th day of April 1988, the Eleventh Corcuit Court of Appeals as decisionmaker ruled again with no jurisdiction,this decision was reached without due process of law

U.S.C.A. Const. Amend 5.

No notice of hearing Grannis v Orden 34 S.Ct.779.

Boddie v Conn. 91 S.Ct.780. See Exhibit on Page 81 of the Appendix.

Ever so Galling is the Exhibit which states:

" * * DECISION BY COURT: this action came to trial, or hearing before the court, the issues have been tried or heard and a decision has been rendered"

THIS IS A DIRTY DOG LIE ! Please check the Docket. * * * There has been no trial or hearing (not behind the black curtain) . Please check the docket.

* * * There has been no issues tried or heard (not behind the black Curtain) Please check the Docket.

This decision was reached without Due Process of Law. U.S.C.A. Amend 5.

No notice of hearing Grannis v Orden 34 S.Ct.779.
Boddie v Conn, 91 S.Ct.780.

No written Form indicating any evidence or reasons relied upon . Morrissey v Brewer, 92 S.Ct.@ 2605.

Was Chief Judge William Terrell Hodges Decision Void because of being reached without any resemblance of due process of law ? What really hurts is that the 11th Circuit condones, affirms and approved this corruption, promulgated by the Wheel Within A Wheel conspiracy of the Federal Courts and " COUNSEL OBTAINED THE RESULTS SOUGHT; DISMISSAL OF THE CASE PRIOR TO TRIAL, AND RELIEF FROM THE IMMEDIATE HARASSMENT OF THE SUIT"

Quote: Harvey E Schlesinger in collusion with Wm T. Hodges and (Judge Handling) Wahl, all of whom have sworn to uphold the Constitution of our United States

and perfer to;

" OBTAIN RESULTS SOUGHT; DISMISSAL OF THE CASE PRIOR TO TRIAL, AND RELIEF TO THE DEFENDANTS OF THE SUIT , in preference to Equality and Justice for All .

****

Petitioner asks this Honorable United States Supreme Court ---- is this lack of Due Process , this deprivation of Equal Protection of the Law, this taking of property , this impairing of obligation of Contract, this conspiracy, this corruption in Our Federal Court System, a Federal Question ?

****

Should this Goings-on be settled by this United States Supreme Court ? Does this departure from other judicial proceedings call for Supervision of this Honorable Supreme Court's

Power of Supervision ?

This romance described above, and the Hodges consolidation of " ALL OF THESE CASES" is a Prelude to the infliction of Eighty-thousand, six hundred, Seventy seven and 47/100 dollars. $80,677.47 in Cruel and Unjust Punishment to this Petitioner, who is forced to live in poverty, the bottomless pits of poverty in a 20 year old "wood burning" Mobile Home with very little income and handicapped, unable to work and 72 years old.

Then too, because of "adverse pre-trial publicity world wide in the Media", this pro se Person cannot retain any law Firm, even if he had the Deep Pockets which he has not. See: Barrow v Reed pending in Hodges Kangaroo Court.

Rule 21-1 (j) The preceeding pages are self explainatory as to:

1) Special and Important reasons begging for this Honorable Courts plenary Consideration. S Ct Rule 15.1 (h).

2) The obvious corruption in or Federal Court System is certainly a Federal Question not to mention the other Federal Questions contained herein. S Ct 17.1(c)

3) The decisions reached upon the decisionmaker's " own "Say-so", without any evidence and without any reason relied upon is certainly not the accepted and usual Course of Judicial Procedure. S Ct 17.1 (a).

This Case and Controversy truly mendicates for this United States Supreme Court to exercise this Court's Power of Supervision S Ct Rule 17.1 (a)

4) There has been Federal Questions timely and properly raised so as to give this Supreme Court Jurisdiction to review the Judgment on a Writ of Certiorari See: S.Ct.Rule 21.1 (h)

5) Included in the Appendix herewith is the only Opinion, Orders, Judgments etal Whose decision is sought to be reviewed, including the 11th Circuit Court of Appeals affirmed Sanctions of the lower courts void decision. See: U.S.C.A. Const Amendment 7 and Amendment 5, U.S.C.A. Amendment 7. 92 S.Ct.2605 and 78 S Ct 99

6) The 11th Circuits has by their Mandate Dated 5/12/88 certified that the Federal Court Systems denial of redress to this pro se constitutional rights shall be denied. That no opportunity to be heard shall be granted.

No Federal Questions will be adjudicated wherefore, S.Ct.Rule 24 provides for;

" This (U.S. Supreme) Court * * * may consider and decide the entire matter in controversy.See: 28 U.S.C. § 1254 (3)

Should this Court find it desirable to do so, this Petitioner offers to Amend this Petition.

All decisions of " All of these cases" should be held unlawful and set aside for reasons set forth in 5 U.S.C. § 706 (2) and because of all decisions being reached without Due Process of Law, including " No Opportunity to be heard"

Petitioner Moves this Court to Grant Relief if by no other authority than;

28 U.S.C.A. § 2202

28 U.S.C.A. § 2106.

This Petitioner has never seen Hodges much less been before him in Open Forum or otherwise.

The only decisionmaker that this Petitioner has been before is that of Schlesinger, the Magistrate who has " SOUGHT RELIEF FOR ALL DEFENDANTS" in connection with the Wheel Within A Wheel conspircy and " Relief from harassment of the Suit" as related to the Defendants, in lieu of upholding the Constitution of our United States of America.

Respectfully Submitted

JOHN G. BARROW JR
A layman without legal education
Rt 1 Box 470
Callahan, Florida 32011
(904) 845-2475

AFFIDAVIT OF A PETITION for
A WRIT OF CERTIORARI

STATE OF FLORIDA
COUNTY OF NASSAU

Before me this day personnally appeared JOHN G. BARROW JR, who being duly sworn deposes and says, that I did deposit in a United Parcel Service Three true copies of this Petition for Certiorari with First Class Postage paid thereon, addressed to Marlin M Feagle Post office Box 1653, Lake City, Florida 32056 Counsel for H. Ray Walker, this 10th day of November, 1988.

JOHN G. BARROW JR
A Layman without legal education
Rt 1 Box 470
Callahan, Florida 32011
(904) 845-2475

Before me personnally appeared John G. Barrow Jr, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed. Witness my Hand and Official Seal this 10th day of November A D. 1988.

Alma M Barrow
Notary Public
State of Florida

Notary Public, State of Florida
My Commission Expires Nov. 20, 1988
Bonded Thru Troy Fain-Insurance, Inc.

IN THE
SUPREME COURT OF THE UNITED STATES
WASHINGTON, D.C. 20543

JOHN G. BARROW JR

Petitioner,

VS.

H RAY WALKER

Respondant,

****

MOTION FOR LEAVE TO FILE A
PETITION FOR WRIT OF CERTIORARI BY A
PERSON APPEARING pro se

##########

Comes Now, Plaintiff-Appellant- Petitioner in Barrow v Walker requesting leave to file this Petition for Writ of Certiorari as a Person Appearing pro se.

This Petitioner has tried for years to obtain Counsel, in Jacksonville, Florida, in other parts of Florida, in

Georgia, New Jersey, New York, Philadelphia, Utah and Texas.

On one occasion Petitioner was told by Race Horse Haines, of National Reputation in Dallas Texas,that it would cost $5,000.00 for Attorney Haines to look into such an arrangement. The money Order was mailed to Mr Haines, who in a few weeks returned the Money Order for $5,000.00 expressing his regrets, but no thanks.

You see, the problem is that the News Media has Smutted and Smeared thisPlaintiff Appellant, Petitioner without mercy world wide,for acts not committed by this Petitioner, however all attorneys who express a reason state that their Public Relations will not stand Petitioners adverse publicity.

Specifically and to the point in this case there is and never has been anything but Good-Faith shown by this Petitioner while presenting to the best belief and best effort shown for a pro se Person to exhibit in giving this Honorable Court a First hand View of this Fraud being perpetrated on this pro se Person.

This pro se Person does have the same Constitutional demand for protection of the law as is afforded others involved, with all others in the States of this great United States.

Respectfully Submitted

I HEREBY CERTIFY this 10th day of November 1988, that I did furnish a true copy of the above, to Counsel of Record.

JOHN G. BARROW JR
A Layman without legal education
Rt 1 Box 470
Callahan, Fl. 32011
(904) 845-2475

Case Number

88-943

Supreme Court, U.S.
FILED
JUN 28 1988
JOSEPH F. SPANIOL, JR.
CLERK

IN THE

United States SUPREME Court

FALL TERM 1988

APPENDIX TO

PETITION FOR WRIT OF CERTIORARI

JOHN G. BARROW JR.
Plaintiff - Appellant - Petitioner
vs.
H. RAY WALKER et. al.
Defendant - Appellee - Respondant

ON WRIT OF CERTIORARI FROM THE U.S. COURT OF APPEALS, ELEVENTH CIRCUIT ATLANTA, GEORGIA

John G. Barrow Jr.
A Layman without legal education
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DECISION MAKERS NOTES

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PLAINTIFFS

1.00 JOHN G. BARROW, JR.

JURY

DEFENDANTS

2.00 H. RAY WALKER, Tax Collector, Columbia County

APPEALED

CAUSE

(CITE THE U.S. CIVIL STATUTE UNDER WHICH THE CASE IS FILED AND WRITE A BRIEF STATEMENT OF CAUSE)

Invasion of Constitutional Rights Arising Under the Constitution & all Applicable Statutes.

ATTORNEYS

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				JS 6 09-17-87 (3)	

UNITED STATES DISTRICT COURT DOCKET

DC-111

JOHN G. BARROW, JR vs. H. RAY WALKER 85-91-Civ-J-H 210

Begin Vol.

DATE	NR.	PROCEEDINGS	
2/04/85	1	COMPLAINT With Demand For Jury Trial - Three - Judge District Court Requested Because of Constitutional Questions.	jc
	2	MEMO. of Law by Pltf.	jc
	*	SUMMONS/NOTICE of Consent issued as to Deft. (Orig. & 1 to Pltf.)	jc
2/11/85	3	SUMMONS returned executed as to H. RAY WALKER on 02/06/85.	jc
2/15/85	4	ORDER OF RECUSAL that I, Howell W. Melton, do hereby recuse myself from all further proceedings herein. HWM s/02/15/85. (Counsel Ntfd.)	jc
2/22/85	5	MOTION to Dismiss by Deft.	jc
	6	MEMO. of Law in Support of Deft.'s Motion to Dismiss (5), by Deft.	jc
03/06/85	7	RESPONSE to Deft. WALKER'S Motion to Dismiss (5), by Pltf.	jc
	8	RESPONSE to Memo. of Law In Support of Deft. WALKER'S Motion to Dismiss (6), by Pltf.	jc
1-05-85	9	ORDER: Accordingly, the Clerk of this Court is hereby enjoined from from accepting for filing from John G. Barrow, Jr., in any pending or future case, any further pleadings or papers of any kind whatsoever unless such pleadings or papers (1) are signed by a	

(4)

		tendered for filing by Mr. Barrow in a case brought against him as a Deft. by other party or parties; or (3) are tendered for filing by Mr. Barrow to invoke the Court's jurisdiction pursuant to 28 USC §2254 for collateral review of a State Court criminal conviction of him as a Deft. s/4/5/85 WTH (Counsel notified).Pg	
4/26/85	10	**NOTICE** of Appeal by Pltf. (Counsel Notified by Clerk)	jc
	11	**AFFIDAVIT OF INDIGENCY** by Pltf.	jc
4/29/85	*	**CERTIFIED** copies of docket entries, Notice of Appeal, and Order appealed mailed to Clerk, U.S. Court of Appeals.	jc
5/06/85	*	**ACKNOWLEDGMENT** from U.S.C.A. of copies of docket entries, Notice of Appeal and Order Appealed. U.S.C.A. number 85-3341.	jc
5/07/85	12	**NOTICE** of Hearing on Pltf.'s Affidavit of Indigency (11) set for Monday, 05/20/85 at 10:00 a.m. in Courtroom 4, Third Floor before Honorable Harvey E. Schlesinger. Deputy Clerk s/05/07/85 (Counsel Notified)	jc
5/17/85	*	LETTER to Pltf. from U.S.C.A. that they will advise him of further requirements upon receipt of Order concerning whether this appeal be allowed to proceed in forma pauperis.	jc

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CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	85-91-Civ-J-12 10 (6) DOCKET NO.
JOHN G. BARROW, JR.	H. RAY WALKER	PAGE 2 OF ___ PAGES

DATE	NR.	PROCEEDINGS
5/20/85	13	**AMENDED AFFIDAVIT OF INDIGENCY** by Pltf. filed in open Court. jc
	14	**RECORD OF HEARING:** on Pltf.'s Affidavit of Indigency. Mr. Barrow filed in open Court an Amended Affidavit of Indigency in each case. Pltf. placed under oath and questioned by the Court as to his indigency. Harold Wahl cross examined Pltf. in case 84-104, 84-589, 84-932, 84-1191. Mr. Wahl orally moved to dismiss these proceedings. Motion **DENIED.** Edward Hedstrom cross examined pltf. in case 84-414. Joseph Lewis cross examined Pltf. in case 84-982, 84-192 and filed exhibits: 1 - Quit Claim Deed from Johnson to Barrow dated 3-15-82 - Admitted. 2. Warranty Deed from More to Barrow with tax deeds- Admitted. 3. Tax Deeds from Nassau County = Admitted. Dorothea Beane cross examined Pltf. in case 84-981, 84-64, 85-160, 84-104. During Ms. Beane's examination Pltf. orally moved to withdraw his request to proceed in forma pauperis and be given time to raise the funds for filing fees in these cases. Order to enter granting oral motion and giving Pltf. 60 days to raise the filing fees. before Hon. Harvey E. Schlesinger. jc

05/21/85	15	**ORDER** that the oral Motion to Withdraw the Request to proceed in forma pauperis in each of these cases is **GRANTED.** The Pltf. shall be allowed 60 days to pay the filing fees for the appeal in each of these cases. HES s/05/20/85. (Counsel Notified)	jc
06-03-85	*	**FILING FEE** paid. Notified U.S.C.A.	jc
06-07-85	*	**LETTER** from U.S.C.A. that in light of their having been advised that the record is complete for the purpose of this appeal, we would appreciate you now forwarding the record "forthwith", pursuant to FRAP Rule 11.	jc
06-07-85	*	**RECORD ON APPEAL** mailed to Clerk, U.S.C.A.	jc
06-12-85	*	**ACKNOWLEDGMENT** from U.S.C.A. of Record on Appeal.	jc
08-07-85	16	**ORDER** that pursuant to the Addendum to the Jacksonville and Ocala Division Case Assignment Procedures, the above cases are reassigned to the Honorable Wm. Terrell Hodges for final disposition. Concurrent with this reassignment, all pre-trial conferences are referred to U.S. Magistrate Harvey E. Schlesinger, who shall be responsible for the conduct, supervision, and determination of all such matters. Pursuant to Fed.R.Civ.P. 72(b), all dispositive motions are also referred to Magistrate Schlesinger, who shall promptly conduct such proceedings as are required, and subsequently prepare and forward to me a recommendation for the disposition of the matter, along with proposed findings of fact when appropriate. Although this	

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CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	85-91-Civ-J- DOCKET NO.	(8)
JOHN G. BARROW, JR.	H. RAY WALKER	PAGE 3 OF ___	

DATE	NR.	PROCEEDINGS	
08-07-85	16	CONTINUED: Court has previously entered an injunction against Pltf.'s filing of additional materials (see Order dated 04/05/85), nothing in that Order shall preclude Pltf. and/or the other parties from consenting to permit Magistrate Schlesinger to conduct any or all future proceedings, including a Jury or Non-Jury trial, and thereafter to enter final judgment in a particular case. The form of such a consent should be governed by the provisions of Fed.R.Civ.P. 73(b) and (c). Honorable Wm. Terrell Hodges, Chief Judge s/08/05/85. (counsel notified and copy to Mr. Barrow along with copies of Notice of Consent form) EOD: 08/13/85	jc
1986			
01-21-86	*	**RETURNED** Motion for Leave to Amend Complaint and Motion for Transfer of Venue Or As An Alternative Motion for Joinder to Mr. John Barrow. (Copy to Judge Hodges, c/o John Gay)	jc
01-21-86	*	**RETURNED** Motion to Strike Pltf.'s Motion for Joinder and Amended	

01-28-86	*	**RECEIVED** Record on Appeal from U.S.C.A. (1 Volume).	jc
01-28-86	17	**OPINION** that the injunctive order (9) is **VACATED** and that this cause is **REMANDED** to said District Court for further proceedings. (01-02-86) M.R. 109/964.	jc
01-28-86	18	**JUDGMENT** that the Order of the District Court appealed from (9) is **VACATED**; and that this cause is **REMANDED** to said District Court for further proceedings in accordance with the opinion (17) of this Court. It is ordered that each party bear their own costs on appeal. Deputy Clerk, U.S.C.A. s/01-02-86 ISSUED AS MANDATE: 01-24-86. M.R. 109/969	jc
01-28-86	*	**COPY** of document numbers 17 and 18 mailed to Judge Hodges, c/o John Gay.	jc
01-29-86	19	**MOTION** for Leave to Amend Complaint (1), by Pltf.	jc
01-29-86	20	**MOTION** for Joinder, by Pltf.	jc
01-29-86	21	**MOTION** for Transfer of Venue, by Pltf.	jc
01-29-86	22	**MOTION** for Recusal of One William Terrell Hodges, by Pltf. (copy sent to Judge Hodges, c/o John Gay)	jc

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ev. 1/75)

CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	85-91-Civ-J-10 DOCKET NO.
JOHN G. BARROW, JR.	H. RAY WALKER	PAGE 4 OF ____ PAGES

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DATE	NR.	PROCEEDINGS	
1-30-86	23	**MOTION** to Strike Pltf.'s Motion for Joinder (20) and Amended Complaint (19), by Harold B. Wahl.	jc
2-05-86	24	**ORDER**: (1) Pltf.'s Motion for Leave to Amend Complaint (19) is **DENIED**. (2) Pltf.'s Motion for Joinder (20) is **DENIED**. (3) Pltf.'s Motion for Transfer of Venue (21) is **DENIED**. (4) Harold Wahl's Motion to Strike (23) is **MOOT** by paragraphs 1 and 2 above. HES s/02-05-86 (Counsel Notified)	jc
2-05-86	25	**REPORT** and Recommendation that the action be **DISMISSED**. HES s/02-05-86. (Counsel Notified)	jc
2-10-86	26	**RESPONSE** to the Order of the Wahl/Hodges Court v. Barrow dated 01-30-86 (24), by Pltf.	jc
2-10-86	27	**OBJECTION** to Report and Recommendation of Harvey E. Schlesinger (25), by Pltf.	jc
2-10-86	28	**SUPPLEMENTAL** Memo. of Law to a Biopsy of Immunity, by Pltf.	jc
-11-86	*	**DOCUMENTS** 25, 26, 27, and 28 mailed to Judge Hodges, c/o John	

2-26-86	29	**AFFIDAVIT** in Support of Motion for the Recusal of Wm. Terrell Hodges and His Subordinates (22), by Pltf. (Copy to Judge Hodges, in care of John Gay).	jc
03-18-86	30	**MEMO** of Law on Judicial Comity and Exhibits by Pltf.	Pg
03-21-86	31	**NOTICE** of Pltf.'s Right to File Second Amended Complaint Which Was Filed 03-18-86 and Returned to Pltf. in Error, by Pltf.	jc
03-21-86	*	**RECEIVED** Second Amended Complaint (31).	jc
03-21-86	*	**MAILED** document #31 along with Second Amended Complaint to Judge Hodges, c/o John Gay.	jc
03-20-86	*	**MAILED** original file to Judge Hodges, in care of John Gay.	jc
04-03-86	32	**MOTION** to Strike (Pltf.'s Second Amended Complaint), by Deft.	jc
04-03-86	33	**MEMO.** of Law in Support of Deft.'s Motion to Strike (32), by Deft.	jc
04-03-86	*	**MAILED** documents numbers 32 and 33 to Judge Hodges, in care of John Gay.	jc

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CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	85-91-Civ-J-10 DOCKET NO. —
BARROW	WALKER	PAGE 5 OF --

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DATE	NR.	PROCEEDINGS	
04-07-86	34	**RESPONSE** to WALKER'S Motion to Strike (32), by Pltf.	jc
04-07-86	*	**MAILED** document number 34 to Judge Hodges, in care of John Gay.	jc
05-01-86	35	**ORDER** that the Petition for Writ of Mandamus is **DENIED.** Judge Fay, and Johnson, Circuit Judges, U.S.C.A. M.R. 109/2298.	jc
05-05-86	*	**MAILED** document number 35 to Judge Hodges, in care of John Gay.	jc
08/15/86	36	**ORDER:** The Magistrate's recommendations that these cases be Dismissed With Prejudice and that Rule 11, F.R.Civ.P., sanctions of costs and attorneys fees be assessed are, upon due consideration, ADOPTED in each case. These cases are again referred to the Magistrate to conduct all further proceedings necessary to determine and recommend the appropriate amount of costs and attorneys fees in each case. An appropriate Judgment will then be entered in each case dismissing Pltf's claims with prejudice and awarding fees and costs to the Defts. s/08/15/86 WTH (counsel notified) (pleading forwarded to Judge Hodges)	mc
08-25-86	*	ORIGINAL Court File returned from Tampa Division	jf

08/27/86	37	ORDER: All parties in the above-styled cases who wish to assert a claim(s) for attorney's fees and/or costs shall submit a Motion, memorandum, and affidavit itemizing the requests within ten (10) days from the receipt of this Order. This affidavit shall include a time sheet which details the hours utilized in the defense of the case. Those parties not wishing to assert a claim for attorney's fees and/or costs shall so inform the Court by pleading. A hearing on these Motions requesting fees and costs will be held on the 16th day of October, 1986, at 9:30 a.m., Courtroom 4, Third Floor, United States Post Office Building, 311 West Monroe Street, Jacksonville, Florida. s/HES 08/26/86 (counsel notified)	mc
09/04/86	38	MOTION for Extension of Time in Filing Notice of Appeal, by Pltf.	mc
09/04/86	39	NOTICE of Appeal, by Pltf. ($70.00 filing fee paid - Appeal information sheet furnished to Pltf.)	mc
09/04/86	*	CERTIFIED Copy of 36-39 mailed to Clerk, Court of Appeals, along with certified copy of docket entries.	mc
09/11/86	*	RECEIVED letter from U.S. Court of Appeals stating that the USCA Case No. is 86-3599	mc
09/11/86	*	RECEIVED Appeal Information Sheet, from Appellant, that no transcripts are required.	mc

(See Page 6)

JC-111A
(Rev. 1-75)

CIVIL DOCKET CONTINUATION SHEET

PLAINTIFF	DEFENDANT	85-91-Civ-J-10 DOCKET NO.
BARROW	WALKER	PAGE 6 OF ___ PA. (14)

DATE	NR.	PROCEEDINGS	
1987			
01-29-87	40	**ORDER, Court of Appeals.** Before Chief Judge RONEY and Circuit Judges HILL and KRAVITCH, the appeal is **DISMISSED** for lack of jurisdiction. (issued as & for the mandate: 01-27-87) R111/287-292	jf
08-28-87	41	**REPORT** and Recommendation. This case has been referred to this Court to determine and recommend the appropriate amount of costs and attorneys' fees. There has been no claim for fees or costs asserted by any of the parties in this case. RECOMMENDATION: The case be dismissed. s/HES 08-28-87 (counsel notified)	mc
09-01-87	42	**OBJECTION** to the Magistrate's Report and Recommendation (41) by Pltf	mc
09-02-87	*	**ORIGINAL** file (1 Volume) mailed to Honorable William T. Hodges, Tampa, Florida	mc

		the Magistrate's Report and Recommendation is ADOPTED and CONFIRMED and made a part hereof, and it is ORDERED that the Clerk enter final judgment dismissing this case with prejudice. s/WTHodges 09-17-87 (counsel notified) MR 112/571	mc
09-17-87	44	JUDGMENT: That the Pltf take nothing, that the action be dismissed on the merits, and that the Deft H. RAY WALKER recover of the Pltf JOHN G. BARROW, JR., his costs of action. s/Deputy Clerk 09-17-87 (counsel notified)	mc
09-18-87	*	COMPLETE File returned from Honorable Wm. Terrell Hodges, Tampa Florida (1 Volume)	mc
09-25-87	45	NOTICE of Appeal by Pltf/Appellant (44) - Fee Not Paid	mc
09-25-87	*	APPEAL Information Sheet furnished to Pltf	mc
09-25-87	*	LETTER mailed to Pltf/Appellant to either pay the $105.00 filing fee or complete the enclosed Affidavit of Indigency, returning it to the Court within 21 days.	mc
09-25-87	*	MAILED copy of Nos. 43,44, and 45 to Clerk, U.S. Court of Appeals, along with certified copy of docket entries.	mc
10-01-87	*	LETTER - U.S. Court of Appeals - Case No. 87-3677	mc

End Vol I

(See Page 7)

DC 111A
(Rev. 1/75)

CIVIL DOCKET CONTINUATION SHEET

(16)

PLAINTIFF	DEFENDANT	85-91-Civ-J-10 DOCKET NO. ___
JOHN BARROW	H. RAY WALKER	PAGE 7 OF ___ PAGES

DATE	NR.	PROCEEDINGS.	
10-05-87	*	LETTER from U.S. Court of Appeals to Pltf/Appellant requiring that the filing fee by paid within 14 days or the appeal will be dismissed.	mc
10-16-87	*	FILING Fee Paid - $105.00 (Rec. No. 97319)	mc
10-16-87	*	CLERK telephonically advised U.S.C.A. of payment of filing fee	mc
10-16-87	*	RECORD on Appeal (1 Volume) mailed to Clerk, U.S. Court of Appeals, along with certified copy of docket entries.	mc

(17)

ORIGINAL
Receipt For Payment
United States District Court
For the 59226
Middle District of Florida

AO 82
(Rev. 8/80)

Received from Mr John Barrow

Barrow v Walker

Account	Amount
333	70.00
TOTAL	$70.00

Case Number or other Reference
85-91-Civ-J-10

Checks,Cashiers checks Money Orders and other negotiable instruments are accepted subject to collection .Full credit will only be given when the checks or other item has been accepted by the financial instutution on which it was drawn

Date06/03/ 1985 Cash X Deputy Clerk
Pat Small

Receipt for cash paid for Third approach to the 11th Circuit Court of Appeals

(18)

ORIGINAL

RECEIPT FOR PAYMENT 9/319

UNITED STATES DISTRICT COURT

FOR THE

MIDDLE DISTRICT OF FLORIDA

At Jacksonville Florida

AO
(Rev. 7 /83

Received from John Barrow

Account	Amount
333	105.00
TOTAL	$105.00

Case Number or other reference
85-91-Civ-J-

Checks and drafts are accepted subject to collection and full credit will only be given when the check or draft has been accepted by the financial institution on which it was drawn.

Date 10/16/87 Cash X /s/Pat Small
Deputy Clerk

Receipt for cash paid for fourth approach to the 11th Circuit Court of Appeals

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK
WASHINGTON, D.C. 20543

JOHN G. BARROW JR

Plaintiff-Appellant-Petitioner

VS.

H. RAY WALKER,

Defendant- Appellee- Respondant

****

APPENDIX TO PETITION
FOR A WRIT OF CERTIORARI

##########

This Appendix is being seperately presented, pursuant to Rule 21-1 (k) (iv).

1.) Exhibit "A" and Exhibit "B"

2.) In the Appendix there is included Exhibit "C" and "C-1".

The Appellees Order granting Appellees Motion to Strike, the Reply Brief of Appellant with no evidence and no reason

set forth in written form, See; Morrissey v Brewer, 92 S. Ct. @ 2605.

Also in the Same Order is the denial of Appellants Motion To Amend.

In Foreman v Davis, (1962) 371 US 178 182 83 S Ct 227,9 L Ed 2d 222,

" The Court citing TREATISE, reiterated the philosopy of Rule 15 that Amendments of the pleadings ARE TO BE FREELY GRANTED EVEN AFTER A COMPLAINT HAS BEEN DISMISSED"

3) Exhibit "A" is the Order appealed from in the Court of First Instance.

The Decisionmaker reached this decision without any evidence, or reasons of his own.

This decision was couched upon the Void Decision of the Magistrate as the Magistrate has not recorded any written form indicating the evidence and the reasons relied upon for the decision.

The Magistrates Decision was based entirely upon his own "Say-so" as there was no confrontation of any witness, any testimony taken any evidence other than the Complaint presented and no answers to the Complaint.

4.) Exhibit "B" is the Judgment of the Court of First Instance.

SPECIAL ATTENTION INVITED

There was no trial and;

There was no hearing before the Court,

There was definitely no Issues Whatsoever tried or heard and the Decision has been rendered by Judge Hodges Void Decision because of being reached without any due process of law, whatsoever.

Judge Hodges based his decision on the "Say-so" of Hravey E Schlesinger which was void because of being reached

without any due process of law and couched upon Judge Melton's decision which was Void for the same reason, having been reached without any due process what soever.

This entire Chain of Void Decisions has been approved, affirmed and ratified by the Circuit Court of Appeals, without any due process of law whatsoever.

THE ENTIRE RECORD

To the Court of First Instance and To the Court of Appeals;

(i) THE ENTIRE RECORD has no meaning what so ever.

(ii) The only concept of Justice in the Court of First Instance as well as the Court of Appeals in One MISSTEP, that is just like a Game of Chess.

(iii) Then they have Liberty and Justice for all, that is, all Members of the Bar

and/or the Folks with very deep pockets.

(iv) Pro se Persons in their eyes are lower than an enemy Alien. This Petitioner should not be a Victim of discrimination.

(a) Because of being a pro se Person.

(b) Or, because of having Indian Roots on both sides of his family.

(c) Or because of not being a Member of the Bar, in good standing with Judge Hodges.

Petitioner is still entitled to be Heard, at least One Day in Court, contrawise this is a Sad, Sick Day for our Constition.

The only supporting Opinion is that of John E Lawlor III Assistant United States Attorney, Jacksonville, Florida.

To quote John E Lawlor III from his

. (24)

Brief for Appellee in the 11th Circuit

dated the 21st day of October 1986.

1.) " The Order entered by Judge Hodges on August 15th 1984, MERELY adopts the (ERRONEOUS) recommendations of the Magistrate. See Page 4 of that instrument"

2.) " An Order simular to the one appealed from which MERELY adopts the Magistrates recommendations does not * * * " See Page 4 of that instrument.

3.) " The trial Court's determination of " Bad-faith" was based on a history of vexatious litigation predating the bringing of the present action and further determination by the court that the matter should be dismissed because of the case being dubject to the defenses of res judicata"

4.) " This was not a case of Bad-faith" arising during the course of litigation"

5.) " If res judicata determination is reversed the determination of Bad-faith is affected"

6.) " And if the determination that the Plaintiff acted in bad-faith is reversed, this may have an impact upon the question of res judicata"

7.) " First as a practical matter, if this court were to reverse the case on the merits, this would necessarily have an impact upon the question of whether the plaintiff was acting in bad-faith"

8.) " Accordingly, it is respectfully submitted that if this court undertakes jurisdiction of this cause, it then has jurisdiction TO REVIEW THE ENTIRE CASE, including the determination that the plaintiff is liable for the attorney fees as a result of his Bad-faith"

By way of reasoning throughout the entire record, and the Course of Proceedings, all of which have been established on the Decisionmakers own "Say-So" and without any Written Form setting forth any evidence or reason relied upon. the Court is Urged by this Appellant to look the Entire Record Right In Its Face.

1.) To begin with, there was filed the Complaint. Fed. R.Civ. P. Rule 7(a)

But no answer.

2.) There was never " a responsive pleading" filed by any Defendant to any Complaint. See: Fed. R. Civ. P. Rule 8(d)

3.) Harold B Wahl, solicited many of the Counsel's of many of the Defendants. Harold already had the Deep Pockets of A.T. T. by which to Handle the Judges, The Clerks, and the Federal Court. What more Clout did Wahl need at his command ?

4.) There were many letters and teleconferences with the majority of the counsel and various members of the Federal Court System.

5.) There was ex parte letters to Judge Hodges and from Judge Hodges came his response ex parte.

6.) There was the expediting of " the Intent of the agreement"that has since

been explained ever so clear, by Schlesinger in his confession. See Page 33.

7) At the same time, there was the co-operation of the parties,as to the "intent to accomplish the object" of the agreement.

8.) Whereupon, as part of the plan of the Oppressive injury directed toward the infliction thereof, of this pro se Person, Judge Hodges consolidated "ALL OF THESE CASES" . This can never be over come.

9.) The Federal Court System, or at least Hodges Court System, refuses to enforce Federal Rules Civil Procedure Rule 7(a) and Rule 8(b) and Rule 8(d) as well as Rule 55, except as applied against pro se Persons. The Hodges

Court's aim is not to enforce the law but to deprive this pro se person's rights, protected by the Constitution

See: Screws v United States, 325 US 91 106 (1945) (dictum)

(b) To obtain results sought; the plan including " an Anti-Federal Intent" with scienter, which does affect the General Public such as this pro se Person, in the area of Constitutional control, clearly exhibited by the conspirators is a continous and " conscious Union of will" upon this common undertaking, State v Looney, 179, ATL 623 (S.Ct.1935)

c) This Conspiracy by the Wheel Within A Wheel Scheme has a Corrupt Motive with Wrongful Intent.A meeting of the minds in an unlawful arrangement" to deny

Constitutional right of this pro se Person. See: American Tobacco v U.S. 328, US 781,810.

d) " The specific object" of this conspiracy is " to inflict a Felony upon the Constitutional Rights"of this pro se Person, " With Criminal Intent" to deny this pro se Person and his Complaints any access to Court. The effect of Hodges illegal consolidation can never be eradicated. This amounts to permenent contamination of all cases. See: Yates v U.S. 354, U.S. 298 334;

e) This does Stifle any possibility of due process of law, to this pro se Person et al. And is very damgerous to the Federal Government because of " the Anti-Federal Intent" Most certainly the denial of due process to all pro se Persons, present and threatened.

10.) This Wheel Within A Wheel Conspiracy vitaties Public Moral and does Constitute Evidence of " Overt Acts". Proof of same is Central Figure H.E.S. Confession See Page 33.

11.) The results of the above described Wheel Within A Wheel Conspiracy has been to By Pass all of the adjudication of each and every issue, that has arisen in this confrontation, as expressed by some of the Counsel, " All that is left for review for this Court of Appeals is that of;

a) Did Judge Hodges Court abuse its discretion by the act of inflicting the extortion of tens of thousands upon top of tens of thousands of dollars of Sanctions to be awarded as Bribes, so as

to split the spoils between themselves and their co-conspirators ?

b) Did the Court abuse its discretion in the dismissal of Hodges " ALL OF THESE CASES" based upon his void decision, which was reached without any due process of law whatsoever ? All based upon Schlesinger's " Say-so" which was based upon Melton's void decision, reached without any due process of law,.

12.) The answer to a), above is Yes. The Court did abuse its discretion, in substituting relief by due process of law, with extortion of ungodly amounts to be divved up between the Central Figures and their Co-conspirators.

13) This cannot in any reasonable thinking and reading community believed to be

equality and justice for all.

14.) This Sanction Scam makes a Dirty Fraud out of the Constitution.

15.) This Appellant Urges this Court to take Supervisory Control by the Adjudication of each of the Issues that have arisen by the review of the Entire Record.

16.) Until the emplementation of such Procedure is carried out there can be nothing else for this Court of Appeals to review.

17) This filithy corruption in our Federal Court has got to go !

18.) The answer to b) above, is Yes. The Hodges Federal Court has abused its discretion , by its " results sought" by the three Central Figures. All of which flies up in the face of any respectability of

our Federal Court System, and the Constitution of these United States.

" To avoid harassment to their cohorts resulting from a fair and just trial"

loathing and nauaiating !

19) The laws of conspiracy punishes intent alone. Lambert v People, 9 Cow. 578,624-25 m.b. N.Y. (1827)

THE CONFESSION OF THE CENTRAL FIGURES

" Counsel obtained the results sought; dismissal of the case prior to trial, and relief from the immediate harassment of the suit"

20) This confession is Loud and Clear the confession of!

a) " inetent to the agreement" Fowler v Padgett, 7 T,R. 509 514.

b) " Intent to the accomplishment" (obtained results sought)

c) A Loud and Clear " Anti-Federal Intent" 18 U.S.C. § 2312.

d) " An intent to do wrong" because of alleging to have immunity. (dismissal prior to trial, relief for cohorts.

e) " A specific object" to attain a felonious injury inflicted upon the Person of this pro se Person. See:

People v Dorman,415, 111, 358, -114 N.E. 2d 404 (1953)

The Three Central Figures are guilty of the one conspiracy and of other conspiracies because of informing each by each and other individuals with whom they plot.

Mendelson v United States, 58 F 2d 532 (D.C. Cir 1932)
Regins v Murphy 8 Car P 297, 173,Eng Rep 502 (Q.B. 1837)

In connection with the Preceeding Chapter Summary of the Argument, let us then take up a review of the Overt Acts with Scienter committed by the Wheel Within A

Wheel Conspirators. Not in one case only, but Hodges " ALL OF THESE CASES". An Epidemic of Overt Acts. Proof of which is not only the confession of Harvey E Schlesinger on behalf of the Central Figures, but also the end results. This amounts to proof of the pudding. All reeking with an extremely high pungent aroma. Each new Overt Act" renews the running of the Statute. See:

Gruewald v United States,353,U.S. 391-97, (1957)
Ware v United States, 154 Fed. 577, 579, (8th Cir) cert den. 207, U.S. 588, (1907)
Cooke v People, 231 111, 9 82 N.E. 863 (1907)
People v Hines, 284, N.Y. 93,29 N.E. 2d 483 (1940)

Appellant does ever so Urgently, call upon this Honorable Court of Appeals to defend its honor by the eradication of this dastardly Wheel Within A Wheel Corruption in our Federal Court System.

It goes beyond disgrace and disgust. In addition to " the Central Figure's Confession" and, end results of vitiating Hodges " ALL OF THESE CASES" and the Void decision because of being reached without Due Process of Law, What more evidence of conspiracy and corruption do you need ?

Will it be left up to the United States Supreme Court and/or Congress ?

If the Sixteen Void Decisions ---- Sixteen Void Decisions, in consession are swept under the rug, will they stay there ? Or, will they Haunt forever those who have neglected their duty ?

This question has been raised, What say Ye ?

In Paoli v United States 352 U.S. 232;

The Supreme Court Holds:

" The Appellate Court may examine the particular circumstances in each case"

LET US NOT FORGET

All of the above included in this instrument and the Entire Record can be said in but one word. OPPRESSION !

1) In People v Learman,28 N.Y.S. 2d 360;
The Court Holds:

" A public officer who unlawfully arrests another or detains him against his will, or seizes or levies upon another's PROPERTY or dispossesses another of any lands or tenements or does any other act whereby another person is INJURED IN HIS PERSON PROPERTY OR RIGHTS is guilty of oppression Oppression is an unlawful use of authority and it is not committed by threats but by an unlawful act of the accused".

2) By the neglect of the Court of First Instance to enforce Federal Rules of Civil Procedure especially, Rule 7(a) 8(b) and 8(d) and Rule 55 there is vividly demonistrated a willingness to Vex,

Harass and to Injure consistent with

" Wrongful Intent to Injure"

3) The consolidation of " ALL OF THESE CASES" and the Hodges denial of access to Court clearly demonistrates the Wheel Within A Wheel " Intent to Injure" this pro se Person.

4) The very charge of Sanctions being appropriate, exhibits an " Intent to accomplishment"

5) The entry of Central Figure Hodges Order for such ungodly and unreasonable judgments levied upon this pro se person vividly demonistrates oppression, coercion complusion and constraint by force of the Federal Court.

SEE: Santer v Santer,115 Pa. Super 7, 174, A 65 1, 652.
Also Fluharty v Fluharty Del Super 8 W.W. Harr. 487 193,A 838 840.

Actual direct and by use of Force of the Federal Court System.

6) Actual Malice including " Malicious Intent" is shown by Central Figure Harvey E Schlesinger's confession. See: Parrott v Bank of America , 97, Cal App. 2d 14, 24-25, 217, F 2d 345 (hg den) Also; Watson v Anderson, 6 Cal App. 3d 1003 1009 -1010, 85 Cal RPTR 345 (hg den)

Certainly a Motive and Willingness on the part of the Federal Court System and their Co-conspirators to Vex, Harass and Annoy this pro se Person.

See: Haun v Hyman,223 Cal App 2d 615 36 Cal RPTR 84.

These Judgments for tens of thousands, upon tens of thousands, of dollars of Sanctions is intended to subject this pro se Person to Cruel and Unjust hard-

ship, loss of the remainder of his natural life and " a Conscious disreguard" of this pro se Persons Rights

See: Roth v Shell Oil Co 185 Cal App 2d 676, 682, 8 Cal RPTR 514 (hg den)

Extortion has been defined as obtaining property (judgments) induced by the unlawful use of force (of the Federal Court System) most repugnant of all by a Federal Court Officer and his Coconspiring Co-horts " under color of Federal Office".

7) The Central Figure Hodges Order to award judgments without having been reached without due process of law and without a jury, is proof of " commission of an unlawful act" to injure and a Felony upon the Person of this pro se Person.

8.) The Central Figure Schlesinger's Act of promulgating this infliction of Sanctions with the Aid of Central Figure Harold B. (Judge Handling) Wahl is proof that the commission of the unlawful Sanctions was a deliberate act with the " Intnet to severly Injure".

9) The issuance and filing of the Judgments by the Clerk under orders of Central Figure Hodges proves that the unlawful, void decisions and the award of sanctions was committed in collusion of the various defendants and was also commotted with " the deliberate purpose of injury " to this pro se Person, which acts do constitute a Tort, and does further show that their acts were with Malice and Scienter and with

" an intent to oppress" this pro se Person.

10) The above has been accomplished by use of excessive authority emplemented by Officers of the Federal Court System whose acts are acts of Cruelty, unlawful exeactions under color of law which is a more extensive signification and does embrace many other Void decisions and other acts of Official malfeasence and misfeasance of office.

11) The wrongful intention to injure this pro se person, is a paramount factor that calls forth the penalty of punitive and exemplary damages to this pro se Person.

SEE: Acadia California Ltd.v Herbert
54 Cal 2d 5 Cal 2d 632 198 P 2d 1

12.) In Cf. People ex rel Reardon v. Flynn, 58 Misc. 621 111, N.Y,S. 1065;
In Delaney v Flood , 183, N.Y. 323 329 76 N.E. 209 210, 2 L.R.A. N.S. 678, 111, Am St Rep. 759 5 Ann Cas. 480.
In Stevens v McAdoo, 112 App. Div. 458 462 98 N.Y.S. 553 555

These Courts hold:

> " An example of the same oppression is to be found where an official performs an act which is within the scope of his official authority but in performing the act he does so in bad faith and in pursuance of some evil purpose not connected with his duty. The crime might also be established where an officer performs an unauthorized act under the pretense that that he is performing his official DUTY and has the power to do the act in question"

13) In Idlewild Bon Voyage Liquor Corporation v Rpstein 370 U.S. 713.

The Supreme Court Holds:

> " Supermacy Clause of the United States Constitution a three judge court should have been convened since applicable jurisdictional statute made it impermissible, for a single judge to decide the merits of the case either granting or with holding relief"

13.) We agree with the court of appeals that a three judge court should have been convened in this case. When an application for a statutory three judge is addressed to a district court, the court's inquiry is appropriately limited to determining whether the constitutional question raised is substantial whether the complaint at least formally alleges a basis for equitable relief and whether the case presented otherwise comes within the requirements of the three-judge statute. Those criteria were assurdly met here and the appibable jurisdictional statute therefore made it impermissible for a single judge to decide the merits of the case, either by granting or with-holding relief"

28 U.S.C.A. § § 2281-2284
U.S.C.A. Const. Art I § § 8 c 1 3
34
Also See Baily v Patterson, 369 U.S. 31
34

15.) All being part of the over all enity involved in a conspiracy to participate in a pattern of racketerring of more than one act of corruption interstate because of the Federal District Court which is a Federal Government Entity. 18 U.S.C.A.
§ 1962

16.) In United States v Stratton, 649 F 2d 1066;

The Fifth Circuit Holds:

" Florida third judicial circuit a Goverment entity, properly constituted an " Enterprise" under the Racketeer Influenced and Corrupt Orginzation . Act. 18 U.S.C.A. § 1961 (4).
Under the Racketeer Influenced and Corrupt orginazation Act prosecution is not required to specify whether the enterprise is either a " legal entity" or a group of individuals associated in fact although not a legal entity"
18 U.S.C.A. § 1961 (4)

A collusion could not be complete without a review of the Entire Record.

1.) The complaint explains in detail the injuries to this Pro se Person, by the Defendants.

2.) The Complaint states very clearly the Facts and the Issues.

3.) The Complaint states the Relief sought, which should be granted.

4.) The Complaint invokes jurisdiction including the invocation of the Constitution itself.

5.) The Complaint is definately not Frivolous, as each claim and averment is well grounded in Fact and in Law.

6.) All of the Pleadings are well grounded and in Compliance with the Rules, not for the purpose of Appellant being raped by the Sanctions Mongors but, to attest to the Facts of the Good-faith and Sincerity of this pro se Person.

7) This Case has been over ridden by Corruption of the Federal Court System. To Quote Central Figure Harvey E Schlesinger

" Counsel obtained results sought;
See Page 33.

a) Now, this pro se asks this 11th Circuit just what does this mean to you?

Does that sound to you like a Court of Competent Jurisdiction ? Or, would you say that the Central Figures were truly interested in the outcome ? In a very personal manner ?

Biased and Prejudiced, seeking dismissal without due process of law ? See Page 33.

b) " Dismissal prior to trial" --- before any meaningful notice of hearing and before any meaningful hearing having been conducted. Dismissal by Legal Trickery ? Or, purely and simply a Fraud upon Justise ? See Page 33.

c) Really, this pro se Person does not comprehend any intelligent reason for the Central Figures to be Boasting about the Raw and Filthy Corruption except to Harass this Pro se Person because of the Central

Figures alleging immunity. And Judge Handling Wahl's deep, deep American Telephone and Telegraph Compnays' Pockets.

d) Why does the Central Figure boast about;

" Relief from immediate harassment (to the defendants) of the suit" ?

See: Page 33.

Mainly, why would a suit embarrass or harass these defendants, if in fact, they were clean ? Was their Motive Fear of losing or greed of the Federal Court ?

See: Page 33.

8.) Since Hodge was slick enough to consolidate " ALL OF THESE CASES"at the exact time to succeed in Scuddling " ALL OF THESE CASES" then in that event, the Central Figures are Sharp enough to know of the illegality of their dastardly,acts which clearly spells our Scienter,Meanness Wrongful Intent and Anti-Federal Intent

because of Raping this Pro se Person's Constitutional Rights.

This is " The Common Object of the Agreement" See: Landen v United States,248,Ala. 160, 27, So 2d 16 (1946)

9.) " The Unity Purpose"of the Wheel Within A Wheel Conspirators is revealed in Schlesinger's War Cry, for all that desire Sanctions to file their affidavits, as well as his confession of " Counsel obtained results sought:" by the Central Figures and their Co-horts. This constitutes " A Meeting of the Minds" in an unlawful arrangement. SEE: American Tobacco Co. v United States, 328, U.S. 781,810 (1964)

10) Now, some of the Defendants allege the only factual questions for review of the Court of Appeals is;

a) Did the District Court correctly

dismiss Plaintiff's Complaint ?

b) Did the District Court abuse its discretion while other Central Figures say there is no factual questions to be reviewed .

THEY ARE SADLY MISTAKEN

11) In ex parte State N.Y. 256 U.S. 500
In Louisiana v Junel,107, U.S. 711. 719,720,723, 727-728
In Hagood v Southern, 117, U.S. 52, 67, et seq.
In re Ayers 123, U.S. 443, 487, -492
In Pennoyer v McConaughty, 140, U.S. 1,10, et seq.
In Smith v Reeves, 178, U.S. 436,438 440;
In Murry v Wilson, Distilling Co. 213 U.S. 151,168
In Lankford v Platte,Iron Works, 235 U.S. 461 469;

These Courts hold:

" It is now established that the question to be determined not by mere names of the titular parties but by the essential nature and effect of the proceeding as it appears from the ENTIRE RECORD".

12) In Conley v Gibson, Cite as 78, S.Ct. 99

The Supreme Court Holds:

" The Federal Rules of Civil Procedure do not require a claimant to set out in detail the facts upon which he bases his claim, to the contrary, all the Rules require is a " Short and Plain Statement of the claim" that will give the defendant fair notice of what the plaintiff's claim is, and the grounds upon which it rests. The illustrative forms appended to the Rules plainly demonstrate this. Such simplified " Notice pleading" is made poss ible by the Liberal opportunity for discovery and the other pre-trial proceedings"

The Federal Rules reject the approach that pleading is a Game of Skill in which one misstep by Counsel, may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits"

13) In Monroe v Pape, 365 U.S. 167 ;

The Court holds ;

" It authorizes any person who is deprived of any right, privilege or immunity secured to him by the Constitution of the United States, to bring an action against the wrongdoer in the Federal Courts and that without any limit whatsoever as to the amount in controversy. The deprivation may be of the slightest conceievable

character, the damages in the estimation of any sensible man, may not be five dollars or EVEN FIVE CENTS, they may be what lawyers call merely nominal damages, and yet by this Section jurisdiction of that Civil Action is given to the Federal Courts instead of its being prisecuted as now in the courts of the States"

" And if one or more of the parties to said conspiracy or combination shall do any act to ehhect the object thereof, all the parties to or engaged in said conspiracy or combination whether principals or accessories shall be deemed guilty of a felony' * * *"

" It is abundantly clear that the one reason the legislation was passed was to afford a Federal Right in Federal Courts because by reason of prejudice, passion. neglect, intolerance or other wise, State laws might not be enforced and the claims of Citizens to the enjoyment of rights, privileges and immunities guaranteed by the Fourteenth Amendment might be denied by the State Agencies"

" This being forbidden by the Constitution of the United States and all Judges State and National, being sworn to support the Constitution of the United States and the Supreme Court of the United States having power to supervise and correct the action of the State Courts when they violate the Constitution of the United States

there could be no danger of the violation of the right of citizens under color of laws of the states" Cong Ciooe 42 Cong 1st Sess. at App 231

14) Now, let us review the extortion by force of the Federal Court System. approximately $150,000.00 in criminal contempt punishment.

In Evenson v Holtzman Cite as 775 F. 2d 535 (1985)
In National Hockey League v Metroplitian Hockey Club , 427, U.S. 639, 642 96 S Ct 2778, 2780 49 L Ed 2d 747 (1976)

The United States Supreme Court Holds:

" On review the question is not whether the reviewing Court would have applied the sanction, but whether the District Court abused its discretion in so doing"

b) In Each v Riggins Trucking Inc 757,F 2d 557, 570,(3rd Cir. 1985)
In Roadway Express Inc. v Piper, 447 U.S. 752,100 S Ct 2455,2464 65 L Ed 488, (1980)

The Supreme Court of the United States Holds;
" In considering the imposition of a

penalty upon attorneys, we have cautioned that " like other sanctions, attorney's fees should not be assessed lightly or without fair notice , and an opportunity for a hearing onthe record"

c) Whitaker v Coleman and same v Etna Casualty and Surity Co.Nos 9443,9444 Nov. 6, 1940.

The Fifth Circuit Holds:

" We think that this will not at all do. Summary Judgment procedure is not a catch penny contrivance to take unwary litigants into its toils and deprive them of a trial, it is a liberal measure, liberally designed for arriving at the truth. Its purpose is not to cut litigants off from their right of trial by jury, if they really have evidence which they will offer on a trial."

In Illinois v Allen, 90 S Ct 1057;

The United States Supreme Court points out

" One of the most basic of the rights guaranteed by the confrontation Clause of the Sixth Amendment is the accused's rights to be present in the courtroom at every stage of his trial"U.S.C.A. Const Amends 6, 14

In United States v Benavides, Nos. 76, 2539 Fifth Cir.

The United States Court of Appeals holds

" Appellant relies on Davis v Alska 415, 308, 94 S.Ct.1105,39 L Ed 2d 347, (1974) which upholds a defendant's Sixth Amendment right to cross-examine for the purpose of revealing possible bias, the Supreme Court held that,it was not enough to ask whether the witness was biased but questions as to why he was biased must also be permitted"

In Faretta v California , 95 S.Ct.2525

The United States Supreme Court holds:

" The Sixth Amendment does not provide merely that a defense shall ne made for the accused, it grants to the accused personnally the right to make his defense"

This is a Case where the Court has attempted to force pro se Persons against his will to obtain Counsel, which because of pre-trial publicity is impossible to find.

The Hodges Court has taken under consideration this pro se self represent-

ation which has been of adverse affect causing the Central Figure Hodges and his Co-horts to give to pro se Persons the Shaft.

This causes " The Redress of Grievances" in each of Hodges " ALL OF THESE CASES" to be denied.

This pro se Person's Constitutional rights to be raped. Whereupon the award of, or the results of, same is the extortion by force of the Federal Court System the amount of approximately $150.000,00 in criminal punishment.

Equality and Justice for all ! A very dirty joke ! You will agree.

In Johnson v Georgia Highway Express 488, F 2d 714;

The Fifth Circuit Holds:

" Statute authorizing attorneys fees

was not passed for the benefit of attorneys"

Or to make rich attorneys even richer which does also apply to vey rich judges and other Central Figures in conspiracies, such as the co-horts of the Wheel Within A Wheel conspiracy, achieved in " Results Sought" without even a Smack of due process of law.

In Dondalson v Clark, 786, F 2d 1570 (11th Cir 1956)

The Court Holds:

" Where a criminal contempt proceeding is not a summary contempt proceeding under Fed. R. Crim. P. 42(a) to punish conduct committed in the actual presence of the court, the court must abide by the due process requirements set forth in Rule 42(b) of the Federal Rules of Criminal Procedure, Rule 42(b) Provides in part :
A Criminal contempt . . . shall be prosecuted on notice. The notice shall state reasonable time for the prepartation of the defense, and shall state the essential facts constituting the

criminal contempt charged and describe it as such. THE NOTICE SHALL BR GIVEN ORALLY BY THE JUDGE IN OPEN COURT, or, on application of the United States Attorney or of an attorney appointed by the court for that purpose by an order to show cause or an order of arrest. The defendant is entitled to a trial by jury, in any case in which an act of Congress so provides. (9) The District Court in the instant case failed, to afford Mr. Howard Barrow, the procedural safe-guards applicable to criminal contempt proceedings. The court did not inform Mr.-Howard, Barrow, in advance of the specific reason for which he might be fined. Also, the Court did not give Mr.-Howard,Barrow, a reasonable opportunity to prepare a defense against specific charges or a hearing at which to present such a defense"

Compare Kleiner v First National Bank of Atlanta , 751, F 2d 1193 (11th Cir 1985) (prior to assessing fine against party, the court gave the party notice, of specific conduct, subject to sanctions and two weeks later held a three day evidentiary hearing on the matter.
The district Court thus acted improperly in assessing the $500 fine against Mr-Howard , Barrow, $150,000.00.

The use of Section 11, as emplemented by the Wahl/Hodges Court is no less than

A Sleasy Form of Entrapment" and does constitute Cruel and unsual mental torture. More Barbaric than that of a Bunch of Wild Driveling Idiots Rule 11, is a Be Dammned if you do not , and a Be Damned if you do, depending on the Whims of the Court. , as torturous as the Iron Maiden of Nuremberg.

This Court is Urged to reverse the dismissal of these void decisions and the Sanctions imposed by corruption, within this judicial system.

There is no record of any proceeding setting forth in written form, any conclusion of any decisionmaker, indicating any evidence or any reason relied upon to substantiate the appropriateness of of any sanctions, any notice of hearing

on the issues, any notice of the facts any hearing on which the plaintiff founded the law and the facts of the Complaint. Any jury or any adjudication of any issue that has arisen. No written decision on anything not affected by collusion by and between the Counselors for the defendants and the Wahl/Hodges District Court. Truly a Disgrace to the Human Race .

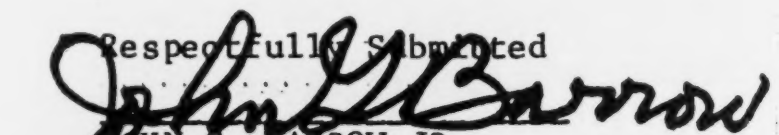
In each of the Hodges " ALL OF THESE CASES" the decisionmaker must be impartial, there must be some record of the proceedings and the decisionmaker's conclusions must be set forth in written form, indicating both the evidence and the reason relied upon because of the Due Process Clause requires this procedure.

All decisions of " ALL OF THESE CASES " should be held un-lawful and Set Aside for reasions set forth in 5 U.S.C. § 706 (2)

and because of all decisions being

reached without any Due Process of Law including " No opportunity to be heard"

Respectfully Submitted



JOHN G. BARROW JR
A Layman without legal education
Rt 1 Box 470,
Callahan, Florida 32011
(904) 845-2475

I Hereby certify this 23rd day of September, 1988 that I did deliver a true copy of the foregoing instrument to Counsel of record

John G. Barrow Jr

In Jones v Bates 58 F.R.D. 453 (ND) Ga 1972) aff'd 480 F 2d 805 (5th cir 1978) " Pro se litigants are not subject to the usual incentives against filing repetitive frivolous or malicious lawsuits, They are immune from imposition of costs if they are unsucessful; and because of their poverty, they are practically immune from later tort actions for malicious porsecution or abuse of process"

UNITED STATES DISTRICT COURT

FOR THE
Middle District of Florida
(Jacksoville Division)

Filed Feb 4 9:31 Am '85
Clerk of US District Court
Middle District of Florida
Jacksonville Florida

JOHN G. BARROW JR
Plaintiff

VS. No. 85-91-Civ-J-12

H. RAY WALKER

Defendant,

****

COMPLAINT
With Demand for Jury Trial
THREE - JUDGE DISTRICT COURT
REQUESTED BECAUSE OF CONSTITUTIONAL
QUESTIONS

##########

F A C T S

1) For several years Plaintiff did loan to the Governmental Instrumentalties of which one of them was represented by one H Ray Walker,Tax Collector of Columbia County, Florida.

2) A second Governmental Instrumentality also represented by H. Ray Walker is the City of Lake, City, Florida.

3) To witness each loan, the Instrumentality requestibg the loan gave to the lender(such as the Plaintiff) an instrument, an example Exhibit "A" which does in each case specify;

(a) The party who represents the borrowor and the Barrowor's name.

b) The name of the party who is the Lender.

c) The description of a parcel of land offered as a security pursuant to the Florida Statute and some times the taxable value and sometimes the acreage. Never is the previous owner of the land included, as he or she is never a party to the Contract.

If default occurs the Statute provides for the Owner on the Tax Roll to be barred of ALL RIGHT, ALL INTEREST AND ALL EQUITY in the property.

d) The Contract such as Exhibit "A" also states the Serial Number of the loan.

e) The date of the loan and/or transfer of the loan.

f) The amount of the loan.

g) The annual percentage rate agreed to be paid, by the borrowor, in the instrument Exhibit "A". The stated rate 18% per annum is stated in the Contract for the loan.

4) This stated rate per annum is never paid. Some times the interest paid is as little as 10¢ on the dollar of that promised to be paid by the Contract.

5) This is not an Action involving the

assessment of taxes, or the collection of taxes, as Plaintiff has no privity with any of the land owners. Therefore, the Tax Injunction Act is irrelevant and immaterial. As a matter of fact, the owners whose name is on the Tax Roll is never known to the lending party as a rule.

6) This Action is a Case and Controversy, arising under the Constitution of the United States of America.

Therefore this Plaintiff does hereby invoke the Constitution of these United States of America, as this controversy arises under the Constitution of these United States. And all applicable Federal and State Statutes.

7) The unlawful acts which constitute the cause of action are;

a) The impairing of obligation of contracts under color of law, and a Federal Question.

b) The taking of property without the Fundamental principals of due process of law under color of law and a Federal Question.

c) Denial of protection of the law equal to that afforded others, under color of law, and a Federal Question.

d) The taking of property without full and just compensation, under color of law (the detention of the loan) and a Federal Question. Every time intersst is paid, ther is a Flim-Flam.

8) The Criminal deprivation of constitutional rights are built right into the Statute See: F.S. Chapter 197.056 (2) (1975),(1977) and 197.0151 Lien of Taxes Quote (2);

" A lien created through the sale of a tax certificate may not be foreclosed or enforced in any manner except as prescribed in this chapter" (the same as no enforcement at all)

This Chapter is unconstitutional and a Federal Question as;

a) The lien is created as of January 1, eighteen months prior to the acceptance of the loan secured by the Contract, entitled " Tax Certificate". The sale of the certificate never happens. The Tax Certificate is a " Bailment"

(i) The loan is requested at the (fraudulently) alleged sale.

(ii) The Bodder offering the lowest rate of interest, accepts the invitation of the loan offered.

(iii) The next day, ofter next week, some times longer, the certificates are given

free to witness the loans. There is no sale, A sale never anticipates the return of the Bailment.

b) The relationship is that of a Lendor/ Lendee, caliber.

c) There are but two parties to the Contract, the Collector who is the Agent for the State, the first Party, and (two) the Party of the Second Part is the Lender of the funds to the State, the Party who out the cash (Dough Ray Me) in the Collector's Mit. A Third Party cannot be made a Party without the Third Pariy's consent. The sale of the property is a punitive Action, but only in the event of default. Furthermore, the So Called Tax Sale is not a Sale at all, it is a Loan Jamboree ! Nothing is conveyed or deeded. The Statute of Frauds requires the recording of the

Deed which does not exist. Never with a Loan Contract.

9) Florida Statute Chapter 197.056 (2) (1975) (1977) Editions and 197.0151 (2) (1983) flying up in the face of the Constitution of the United States of America. Columbia County Circuit Court has refused to foreclose or enforce Tax Liens. This forecloses any Appeal. This mis-use of Power is like that of a Burning of a Candle at both ends. In Defendant Walker's Office, de trop (f)

10) Even though there could be anyone less qualified to serve as Judge and Jury. This is the entire essence and intestinal fortitude (Guts) of the Statute.

11) The Lender pursuant to the Florida Statute 197.056 (2) (1975) (1977) and 197.0151 (2) (1983) is provided but

one Shot. Ever so repugnant to Amendment I. Wherefore, this Plaintiff as a Citizen Petitions the Government for a Redress of Grievances. The State Court Action is not a prerequisite to the United States District Court.

12) Florida Statute 197.056 (2) (1975) (1977) Editions and 197.0151 (2) (1983) Edition). is denuded,qui n'a pas le sou (F) of any resemblance of any " Fundamentals, of Procedural due process of law. (Amendment V and Amendment XIV) and is completely destitute of any equal protection of the law. Amendment 14.

Florida Statute 197 provides for a Very Corrupt arrangement as " not be foreclosed or enforcement in any manner except" through a square headed Tax Collector

is just not the American way and does conjur up a highly pungent repungence, to the obediance to Supermacy of " the law of the land"

13) Plaintiff has an "ownership of constitutional Right" whereupon this "Court has an obligation" to provide for the submission of the facts, to a jury, for their perponderance.

ENTITLEMENT TO RELIEF

14) This Plaintiff is entitled to relief for the invasion of his Constitutional Rights, to be Heard, so as to acquire full and just payment of interest, per annum, due annually, whether paid or not as earned, accuring year by year until paid.

15) Plaintiff is also due from the

Legislature a Statute providing the fundamentals of procedure due process in a Court of Competent jurisdiction. A foreclosure or enforcement pursuant to the political whims of some half baked Tax Collector, just will not wash !

16) This Plaintiff demands relief for a Full Accounting of each and Every Loan made by Plaintiff directly or indirectly to the State, Instrumentalities and a consummation of the amount due.

This accounting is demanded on a Form such as Exhibit "B".

17) This Plaintiff is also due Exemplary Damages, Punitive Damages and Special Damages in the amount of $50 Millions of dollars which is ever so reasonable for the malicious, wilful and wanton

" disobedience to the laws of the Lands" resulting in the invasion of Plaintiff's Constitutional Rights.

GROUNDS FOR JURISDICTION ARE:

1)--28 U.S.C. § 1331- Federal Question
2)--28 U.S.C.A. § 1331- Civil Rights Jurisdiction
3)--U.S.C. § 1343 -No jurisdictional limit
4)--28 U.S.C.A. § 1343-R.S. 1979 and invasion of rights.Redress assured
5)--18 U.S.C. § 242 Color of law.
6)--28 U.S.C. § 1346 (a) Full and just compensation
7)--18 U.S.C.A. 242 Color of law.
8)--Wrongful acts of State Officials.
9)--42 U.S.C.A. 1985 (3) U.C.A. Const.13s 2 rights secured to all.
10)--Discrimination Art IV Sec. 2 United States Constitution (oqnership)
11)--28 U.S.C. § 41 (1) Authority of this Federal Court to try, obligation of the Court.
12)--28 U.S.C.A.§ 41 (1) District Court's authority to try.
13)--Assult upon rights § 241 entire Constitution, especially including XIII, XIV, and XV.
14)--Lack of eminent domain proceedings 28 U.S.C. § 1403.
15)-- 28 U.S.C. § 2284 Three Judge District Court.

16)--28 U.S.C. § 1337, Original Jurisdiction obligation of Court to this Plaintiff.
17)--§ 20 Substantive Officer Under Color of law.
18)--42 U.S.C. § 1983 Damage and recovery
19)--28 U.S.C. § 1442 (a)(1) Removal of color of office M153
20)--28 U.S.C. § 1442 (a)(3) performance of duty under color of office.
21)--P.O. 87-748 76 Sta. 744 (1962) 28 U.S.C. § 1361 Removal M138
22)--This Plaintiff hereby invokes the Constitution of the United States.
23)--Especially;
a) Amendment V and XIV Due Process NONE, equal protection NONE,
b)Amendment V and XIV Just Compensation .
c) Amendment V and XIV Denial of property Rights.
d) Amendment VII Denial of jury.
e) Amendment I Redress of Grievances.
f) Amendment VI Right to confrontation
g) Article 1 Sec. 10 Ex post facto laws
h) Article VI The authority of the United States Supreme Law Clause 2.

24) 42 U.S.C. § 1988 Compensatory damages
25) Adverse pre-trial publicity fair Trial impossible.U.S.C.A. Const. A 6 6494
26) § 20 Jury to hear so that they may ponder " State Action"
27) 28 U.S.C. § 1346 (a) (12) Taking of property without full and just compensation.

CONTINUING CAUSE OF ACTION

Plaintiff is entitled to, and hereby demands " CONTINUING DAMAGES" as the injury continues day by day, day in and day out, year in and year out, especially that such as;

(i) Mental anguish
(ii) Conspiracy with scienter.
(iii) Extremely outrageous conduct with neglience.
(iv) Malicious intent to injure plaintiff family
(v) Consortium.
(vii) Emotional distress inflicted intentionally and recklessly.
(viii) Shock contempraneous with tort and negligence.
(ix) Mental and phsyical suffering subjecting the kives of Barrow's entire family and relations to humiliation and shame and constituted an invasion of each and every member of Barrow's family's personal civil and constitutional rights.
(x) The extremely outrageous conduct
(xi) There can never be enough words compiled to do justice in the explanation of the aggregate of the mental suffering, the crying and hysteria inflicted upon Barrow's

family by the trauma with the effect of creating a permanant state of mocissciation causing this family to exist within the orbit of danger not only of our fellow man but even ourselves.

(xii) This continuing damage never ceases and can never be put ro rest without "FUll and JUST Compensation" and Rectification made possible by this Honorable Court.

THE TIME PEROID

Of paramount importance is the time peroid of this above " Cause of Action" All of (i) thru (xii) has continued and will do so until rectified by this Court.

This deprivation of Constitutional Rights did exist and continued to exist for;

a) From the 9th day of April 1976, through the 1st day of July 1977.

b) From the peroid of the 1st day of July 1977 through the 1st day of July 1980.

c) From July 1, 1980 through the 1st Day of July 1984.

d) From the 1st day of July 1984 until this present day.

This Plaintiff has a tremendeous Personal stake in the outcome of this Controversy caused by the disobedience to the supermacy Clause.

Since " the Judges in every State shall be bound thereby" truly the same is demanded of a Small Town Tax Collector, to be subjected to the same Scrutny.

JURISDICTIONAL TEST

The jurisdictional test is whether the facts in this Instrument are abhorrent, repugnant and obnoxious to the Constitutional Rights guaranteed to the Barrow Family.

Plaintiff also invokes U.S.C. Const. Amendment VI 6494 Adverse pre-trial

publicity. renders a Fair Trial impossible. In the event of any short commings of any nature of the pleadings, Plaintiff offers to Amend this Complaint.

Respectfully Submitted

JOHN G. BARROW Jr pro se
R= 1 Box 470
Callahan, Florida 32011
(904) 845-2475

I HEREBY CERTIFY, a true copy of the foregoing has been furnished this 4th day of February 1985 to H. Ray Walker, Tax Collector Columbia County, Lake City, Florida.

JOHN G. BARROW JR

UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF FLORIDA
Jacksonville Division

Filed Mar. 18 9:19 A.M. '86
Clerk of the Dist.Court
Middle District of Florida
Jacksonville, Florida

JOHN G. BARROW JR

Plaintiff- Appellant

VS

U.S.C.A. 85-3341
D.C. 85-91-Civ-J-10

H. RAY WALKER as Tax Collector
And as an individual

Defendant-Appellee

****

SECOND AMENDED COMPLAINT
TRIAL BY JURY DEMANDED
THREE JUDGE DISTRICT COURT
REQUESTED BECAUSE OF CONSTITUTIONAL
QUESTIONS

##########

Plaintiff JOHN G. BARROW JR Sues Defendant

H. RAY WALKER, for Specific Relief against

Walker for the taking and holding of the

Plaintiff's property of whatever nature, which constitutes an unconstitutional taking of property of the Plaintiff without Full and just Compensation.

This taking of Plaintiff's Property by Walker exceeded his deligated power as a State and County Official " Under color of Law' as well as unconstitutional Statute and unconstitutional implementation of Statutes, which result in the unlawful deprivation of Constitutional Rights such as

COUNT 1 The Impairing of obligation of Contract.

COUNT 2 The unconstitutional taking of plaintiffs property without full and just Compensation.

COUNT 3: Denial of " Equal protection of the law".

COUNT 4 Denial of " Fundamentals of procedural due process of law.

COUNT 5 Gross negligence of the " duty of his office" to preform with recklessness, wantonness and ,Maliciousness.

COUNT 6 Mis-use of Power.

COUNT 7. All " under color of law"

COUNT 8 The implementation of unconstitutional statutes.

COUNT 9 The issuing of Contracts and taking of Tax Deed Applications to property which resulted in the taking of property by the State which constitutes unconstitutional taking of plaintiff's property without " Full and Just Compensation.

Wherefore, Plaintiff invokes the Constitution of these United States and the Constitution of Florida and all applicable Statutes to both.

F A C T S

1) Plaintiff has in the past been in the act of loaning to the Government Instrumentalities money in both small and large amounts, which are witnessed by the issuance of an instrument entitled Tax Sale Certificates , at times Tax Certificates. In other instances and still other instances, no title at all.

2) These loans can be promulgated in many ways, however, this is not material .

3) One of the most material and most important facts are the written terms and conditions of the Contract (which title reads Tax Certificate).

4) Exhibit "A" is a Loan Contract issued by the State of Florida, County of Columbia.

5) Exhibit "B" is a State of Florida ,

County of Columbia City of Lake City administrated by the State of Florida. These Contracts were issued in Columbia County, Florida.

6) In every Loan Contract is stated the following:

a) The Face amount of the Contract.

b) The rate of interest promised to be earned annually, whether paid or not, is clearly stated on the face of each loan Contract.

c) Date of issuance of the Loan Contract.

d) Security to the loan, which parcel of land.

e) Some issues state the assessed value, of the parcel offered.

7) The owner of record of the security offered is NEVER A PARTY to the Loan Contract arrangement and therefore has no

privity whatsoever to the loan.

8) On some issues there is an indication of whether or not the property is homesteaded, however this is of no materiality under the law at the time of issuance of these loan contracts, which is the only law applicable to said loan.

9) There is a fraudulent claim of being " entitled to a Deed in the event of default." The implementation of the term of each contract is not executed in the fashion stated.

The Lending Party has never received a Deed by entitlement of the Loan Contract, this is therefore a Fraud.

10) Of all the issues of Contracts that this Plaintiff has witnessed there has never been in terms of the loan Contract that provides for the skulduggery exhibited

by Exhibit "A" and "A-1" Exhibit "B" and "B-1" attached hereto.

11) The Loans witnessed by such Certificaates, 2 of 1966 and 32 of 1966.County of Columbia are a Classic example of the Larceny of money and vested rights in property seized., repugnant to the 14th Amendment by the State of Florida and does constitute the taking and holding of property of the Plaintiff without Full and Just Compensation.

12) In Exhibit "A' & "A-1" and "B" -"B-1" are examples of the Hundreds on top of hundreds of frauds perpetrated by Mr Walker on this Plaintiff only.

13) The stealing of cash dollars and vested rights belonging to the Lenders to the State of Florida, is a way of Life !

The Perpetrators of fraud in office as

Tax Collectors are schooled by the State and College Professors from the Universities how to Con, Swindle, Swammie and Scooker the investing Public.

14) Whether or not, there was a Conspiracy to Flim-Flam Plaintiff out of property, the fact remains that the taking and holding of Plaintiff's Property by the defendant and others constitutes the unconstitutional taking of property without Full and Just Compensation like that of a Gang of Bank Robbers.

15) The fact also remains that these alleged certificates are but " a sheet of paper" an instrument of agreement (a contract) to witness a Loan of Money to the State of Florida Instrumentality of Columbia.

16) The Loans are secured by a parcel of

of land. The Contract of the Loan is secured by the laws in effect at the time of issuance and the Constitution of these United States.

17) The Impairing of Obligation of these Contracts for Loan is repugnant to the Constitution and do deprive this Plaintiff of his property and other Constitutional Rights.

18) It is a Fact that the Agent for the State and County does not pay by the WRITTEN TERMS of the Agreement in the Written Contract.

19) The interest is calculated not by the per annum time peroid, with the interest being earned each annual time peroid, but instead the State finds a tremendous saving to the VOTERS of the

State to calculate the interest at one-twelfth (1/12) of the stated per annum rate of interest, times the number of months. Naturally, this savings to the VOTERS is at the expense of the Lender.

20) It is a Fact, if the State or County or City desires to take any given parcel that parcel is confiscated, just as Hitler would have done and the Loan Contract is cancelled.

21) It is a Fact, that when the Agent for the State calculates the Interest at one-twelfth of the Stated per annum, annual rate times the nunber of months that said Agent considers the Certificate to have been paid even thoug the Lender has not received ONE THIN DIME and may never receive repayment of the Loan, or any part thereof, .

22) It is a Fact, that the Agent of the State on many occasions cheats the Lender out of his due interest for the first month.

23) In every calculation of repayment of every loan the Agent for the State always stops the interest on the day that the Hostile Land owner's fist foot, hits the first step of the Courthouse or, on the day of the application of a Tax Deed.

24) This can amount to the detention of the money loaned from three months to over a year with no interest paid, for the forbearance of the detention of the loan.

25) The Agreement in the Contract, from the date of this Certificate until April 1, following and at the rate agreed is a MYTH !

26) The stated rate of interest from the

day of the loan to the date the Lender is repaid has never happened.

27) The alleged entitlement to a Deed of conveyance if not redeemed is another MYTHICAL FRAUD !

28) The State provides absloutely no remedy of any Grievance except to Beg the Tax Collector, to make the Tax Collector to be Honest. See F.S. Ch 197.056 (2).

29) The Godfather of this Multi- Billion Swindle will laugh in the Lenders face when relief is requested.

30) The Swindleing Tax Collector will laugh in the Lenders face if relief as provided by Florida Statute 197 is sought.

31) There is in this Second amended Complaint no allegations relative to tax

assessment.

32) There is in this case and controversy no allegations of complaint relating to Millage.

33) There is in this case and controversy absolutely no claim relating to Tax Collection as that is the purpose of the State making the Loan. THE LOAN PAYS THE TAXES.

34) There is absolutely no earthly reason to apply the Tax Injunction Act to the Redress of Grievance, the most profitable swindle ever concieved by Man.

35) The land had always been properly assessed.

36) The last owner of record was duly notified.

37) It is a fact, that this Plaintiff has purposely not asked for injunctive relief

so as to prevent any interruption in the taxing procedures.

38) This Plaintiff is entitled to receive an accounting on the various loans made to the " State of Florida" County of Columbia either directly or indircetly and on the Form like that of Exhibit "E" .

39) This case and controversy relates to no matters that is material or relevant to property taxation.

40) There is but three elements to property taxation.

a) Assessment.

b) Millage rating.

c) Collection.

41) In this case and controversy, we are concerned only with;

a) Impairing of obligation of contract.

b) The unlawful, illegal, unconstitutional taking of property without full and just compensation and other unconstitutional violations of Plaintiff's rights, property et.al.

42) Florida Statute 194.(1975) provides for an administrative review. Part 1.

ADMINISTRATIVE REVIEW

194.011- Completion of assessment rolls.
194.015 - Board of tax adjustment.
194.032 - Haering complaints.
194.042 - Property owner may challenge assessment, value, procedure.

PART II JUDICIAL REVIEW

194.171 Circuit Court to have original jurisdiction in tax cases.
194.181 - Parties in a tax suit.
194.192 - Costs, interest on unpaid taxes, penalty.
194.211- Injunction against tax sales.
194.231- Parties in suits realting to distribution etc. of funds to counties.

43) There is absolutely no plain, adequate, speedy or complete relief offered by State

Courts for STATE CONTRACTS.

44) There is a Dogmatic unconstitutional deprivation of relief assured against any relief in Florida Statute 197.056 (1975) (2) .

(2) " A lien created through the sale of a tax certificate may not be foreclosed or enforced in any manner except in this Chapter"

45) Plaintiff gave the Administrative Hearing under the Administrative Act Florida Statute 120 a Whirl ---- Which was a SAD SICK JOKE !

46) For the State Court to have a plain, speedy, adequate complete or incomplete remedy to adjudicate the conspiracy being incubated by the Governor and Cabnet and the 67 Tax Collectors and their Minions would be something to write home about. This is asking the Mob to govern the Mob and throwing the 14th amendment out the

window with the wash.

48) This Federal Court has an unquestionable duty and inescapable obligation to provide for relief to this Citizen of the United States, this Plaintiff in his redress of grievances provided by and secured by the Constitution of these United States of America,

49) There is no way for the Tax Injunction Act to apply any more so than for the Tax Injunction Act to protect the Tax Collector against Murder or Bank Robbry like that of the State Robbing this Plaintiff Blind.

50) General and Historical principles of Comity and General and Historical principles of corruption in the judicary, are one and the same.

SEE: Memorandum of law on Comity filed Herewith:

I S S U E S

The Issues to be determined by the Jury's perponderence of the evidence and the discretion of this Honorable Court follows;

1) WHETHER OR NOT involved in a Tax Certificate there is the Party of; a) the " State of Florida County of Columbia" and b) This Plaintiff two parties only ?

2) WHETHER OR NOT:involved in a Tax Certificate there is CONSENT of the State, to borrow the stated amount and if there is CONSENT of the Lender to place the agreed sum in the hands of the Agent of the State

3) WHETHER OR NOT involved in the alleged Tax Certificate there is an OBLIGATION of the Lender to come fourth with the funds in due time in the amount agreed upon and if there is an OBLIGATION on the part of the State of Florida County of Columbia to;

a) Repay the money loaned with the stated amount of interest, at the stated rate for each annual time peroid.

b) Or, as an alternative, to come fourth with the Deed of Conveyance of such lands in accordance with the law unless the same shall be redeemed by payment of such amount, together with interest, per annum thereon, from date of the Contract to the day the money is returned to the Lenders hand ?

4) WHETHER OR NOT:the obligation of the variuos contracts listed in the attached exhibits in the BINDING FORCE upon a) the State ? b) Upon the Lender ?

5) WHETHER OR NOT:the purchase at the Tax Sale is clearly a Contract or, if it is in fact a " Badge of Fraud" intended at the issuance, to be hasseled in court?

6) WHETHER OR NOT a reasonable thinking and reading person can preceive the principle upon which the vested right acquired in the property through " The Contract of Purchase" could be taken away from the private person and vested in another private person for his individual use or private purpose, even upon terms of the fullest Compensation ?

7) WHETHER OR NOT: the loan witnessed by the Certificate listed in the Exhibits has been paid to the Lender or, if in fact the obligation of these Contracts have been impaired ?

8) WHETHER OR NOT: the retrospective Tax Search Fee of $75.00 and the retrospective Sheriff's fee of $12.00 per service and/ or the Clerk's fee of $100.00 is the impairing of obligation of Contract as

related to those Certificates issued before the JACK, REED/KENON Caper ?

9) WHETHER OR NOT in the calculation of the interest, does the interest rate per annum mean EARNED each twelve months , whether paid or not ?

10) WHETHER OR NOT: the rate per centum is the stated per annum rate of interest for the time peroid of one year, twelve months ?

11) WHETHER OR NOT the interest earned each twelve months (per annum) accrues to the unpaid balance, of the loan, if not paid at the end of the annual time peroid?

12) WHETHER OR NOT the interest calculated by multiplying the number of months times the one-twelfth (1/12) of the stated per annum per centum rate, is the same as the

interest earned per annum (year by year) with interest on the remaining unpaid balance until the funds are replaced in the hands of the Lender ?

13) WHETHER OR NOT The clause in the Contract;

" That the above named purchaser of the certificate or assignee will therefore be entitled to a deed of conveyance of such lands " etc.

does in fact constitute not only a Fraud but also an impairing of obligation of contract when in fact there has never been an instance of this happening nor, will there ever be a deed of conveyance by entitlement of the consummation of the contract (certificate) held on or before June 1, of each year ?

14) WHETHER OR NOT the impairment of obligation of each seperate contract is

a seperate Cause of Action ?

15) WHETHER OR NOT this Court will issue an Order directing the State Agent H. Ray Walker to prepare an Audit on the Form Exhibit "E" as proof of his compliance with the Constitutional Rule of law to exonerate him ?

16) WHETHER OR NOT with the completion of said Audit and the varification of same by Plaintiff, validated by the Court, this Court will issue an Order directing Defendant Walker to pay Plaintiff sufficient to render each and every Contract in a condition of non-impairment of obligation of contract as of this current day ?

17) WHETHER OR NOT this Court will issue an Order for judgment for other relief found to be meet and proper, by this Court ?

18) WHETHER OR NOT the Tax Injunction Act does prevent Federal Courts from exercising deference in the impairing of obligation of contracts by any entity ?

19) WHETHER OR NOT there is any Statute or Common law Rule by which the Federal Court is bound to abide any decision of any State Court ? (said to be the doctrine of Comity).

20) WHETHER OR NOT Subject-matter jurisdiction and personal jurisdiction are conjunctional since both must be met before a Court has authority to adjudicate any rights of any parties in dispute ?

21) WHETHER OR NOT any Court or any Governmental agency has the power to impart immunity (or as an alternative subterfuge such as Comity) to any person

from responsibility to the Supreme Authority of the United States of America. ?

22) WHETHER OR NOT the protection assured by the Constitution of these United States against the impairing of obligation of contract and the unconstitutional taking of property without Full and Just Compensation, is vitiated by the Tax Injunction Act or Comity ?

The Plaintiff's personal stake in the outcome of this Action exclusive of the vested interest in the land given as a security is far in excess of twenty thousand dollars. SEE: Attached Exhibits "A","A-1", "B" "B-1" "E-1" through "E-11".

CLAIM ON WHICH RELIEF CAN BE GRANTED

This Court has jurisdiction on Redress of Grievances and all Constitutional questions This Court has the duty and obligation to

enforce the Constitutional Right of this Plaintiff.

WHEREFORE, this Plaintiff is entitled to the payment of all Contracts with the " State of Florida, County of Columbia" either directly or indirectly as revealed by a Full Competent Audit on the Form Attached Exhibit "E" which was unlawfully confiscated by the unconstitutional taking of property belonging to the Plaintiff, without full and just Compensation, and repugnant to the Constitution of these United States.

Plaintiff is entitled to Fifty Million Dollars in compensatory damages, punitive damages and exemplary damages and all other relief found meet and proper in addition to the consummation of each and every loan Contract with the State by

this Plaintiff.

DEMAND FOR RELIEF

Plaintiff Demands Relief as explained in the preceeding paragraphs.

This juggling " Under Color of Law" of Plaintiff's property by the Defendant constitutes a Criminal invasion of Plaintiff's Constitutional Rights --- therefore, arises under the Constitution of the United States of America.

Plaintiff Pleads this Action as a Citizen of these United States and is entitled to Redress of the above, stated grievances which are truly repugnant to the rights assured to this Plaintiff by our Constitution.

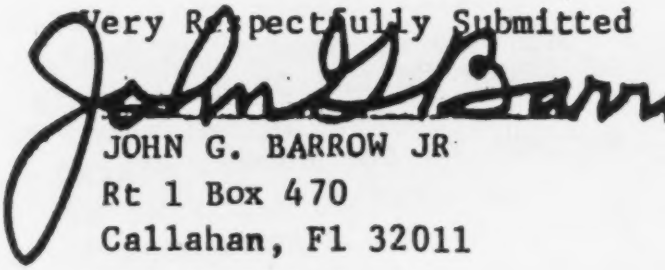
If, in the vent this Honorable Court should determine that any discrepancy or insuff-

iciency does exist in this Complaint, this Plaintiff does offer to Amend this Second Amended Complaint.

The personal stake in the outcome of this Case and Controversy is reflected in the Exhibits included with the Memorandum of Law.

This Second Amended Complaint is intended to be an Amendment to the Entire Record of this Action.

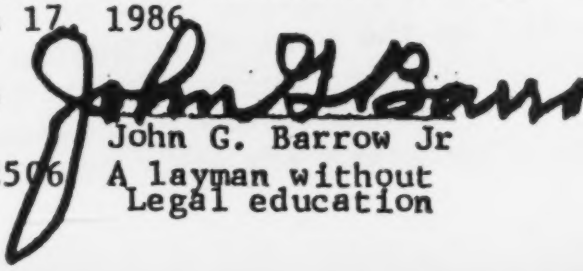
Very Respectfully Submitted



JOHN G. BARROW JR
Rt 1 Box 470
Callahan, Fl 32011
904-845-2475

I HEREBY CERTIFY that a true copy of the foregoing instrument was delivered to the following March 17, 1986

Marlin M Feagle
P.O. Box 1653
Lake city Fl 32056



John G. Barrow Jr
A layman without
Legal education

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

Filed Sep. 17, 3:05 PM '87
Clerk of the Court
Middle District of Florida
Tampa, Florida.

JOHN G. BARROW JR

Plaintiff

-vs- Case No. 85-91-Civ-J-10

H. RAY WALKER,

Defendant,

_____/

O R D E R

This case was referred to the United States Magistrate to conduct all further proceedings necessary to determine and recommend the appropriate amount of costs and attorney's fees.

This matter was considered by the Magistrate, pursuant to an order of

assignment, who has filed a report and recommending that the case now be dismissed inasmuch as no request for fees has been filed.

Upon consideration of the report and recommendation of the Magistrate and upon this Court's independent examination of the entire file, the Magistrate's report and recommendation is ADOPTED and CONFIRMED and made a part hereof, and it is ORDERED that the Clerk enter final judgment dismissing this case with prejudice.

IT IS SO ORDERED.

DONE AND ORDERED at Tampa, Florida this 17th day of September, 1987

/s/ Wm Terrell Hodges
United States District
Judge

UNITED STATES DISTRICT COURT

Middle District of Florida

Sep. 17 3:47 PM '87
US District Court
Middle District of Florida
Tampa, Florida

JUDGMENT IN CIVIL CASE

JOHN G. BARROW JR

V Case Number 85-91-Civ-J-10

H. RAY WALKER

Jury Verdict. This action came before the court for a jury trial The issues have been tried and the jury has rendered its verdict.

XX Decision by Court. This action came to trial or hearing before the court. The issues have been tried or heard and a decision has been rehdered.

IT IS ORDERED AND ADJUDGED that plaintiff take nothing, that the action be dismissed on the merits and that Defendant Walker recover of the plaintiff, John G. Barrow Jr. his costs of action.

September 17,1987 Donald Cinnamond

Date Clerk

John F Gay
Deputy Clerk

INVITATION TO THIS 11th CIRCUIT

This Honorable Court is invited to Focus their attention upon Page 81

(1) QUOTE:

" Decision by court. This action came up to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered" (THIS NEVER HAPPENED)

2) And upon Plaintiff's comment to same page 79 and 80 .

3) Also Vol 1 Docket No 23 Page 10 or Page 8 Date 1/21/ 86

4) And Vol 1 Docket No. 16 * * Page 10 or P 8 Per Wahl's dictate) Instructions to the Court. Doc 23 1/30/1986 & 1/21/ 1986

5) When did Harold B (judge handling) Wahl become a party to Barrow v Walker ?

6) The District Courts inclusion of Wahl as a party was abuse of discretion. See doc. page 8 and 10

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 87-3677

U.S. COURT OF APPEALS
Eleventh Circuit
FILED
March 22, 1988

MIGUEL J CORTEZ
CLERK

JOHN G. BARROW JR
Plaintiff-Appellant

versus

H. RAY WALKER Tax Collector
Columbia County
Defendant-Appellee

Appeal from the United States District Court, for the Middle District of Florida

ORDER:

Appellee's motion to strike the Reply brief of appellant is granted. Further appellant's motion to amend appellant's Reply brief is denied.

/s/ Donald Tjoflat
United States Circuit Judge

Mot-6H
(Rev.5782

(84)

UNITED STATES COURT OF APPEALS
Eleventh Circuit
56 Forsyth Street N.W
Atlanta, Georgia, 30303

March 23, 1988

Miguel J Cortez
Clerk

John G. Barrow
Route 1,Box 470
Callahan, Florida 32011

87-3677 Barrow v Walker
D.C. No. 85-91-Civ-J-10

Dear Mr Barrow;

Due to Court's order of March 22, 1988 granting the Appellee's motion to strike the reply brief of the appellant, I am returning the reply brief to you unfiled

Respectfully
MIGUEL J CORTEZ,CLERL

By David Andrew Sundy
Deputy Clerk

encl;
CC Marlin Feagle Esquire

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

CORRECTED No. 87-3677
Non-Argument Calendar

D.C. Docket No. 85-91
DO NOT PUBLISH

JOHN G. BARROW JR

Plaintiff- Appellant

versus

H. RAY WALKER, Tax Collector
Columbia County

Defendant-Appellees

Appeal from the United States District Court, for the Middle District of Florida

(April 20, 1988)

Before TJOFLAT, HILL and FAY, Circuit Judges

PER CURTIAM:

AFFIRMED SEE 11th Cir. 36-1

(86)

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 87-3677
Non-Argument Calendar

D.C. Docket No. 85-91

DO NOT PUBLISH

John G. Barrow Jr

Plaintiff-Appellant

versus

H. RAY WAKLER Tax Collector
Columbia County
Defendant-Appellees

Appeal from the United States District Court, for the Middle District of Florida

(April 20, 1988)

Before TJOFLAT, HILL and Fay Circuit Judges

PER CURIAM

AFFIRMED. See 11th Cir R.36-1
Costs taxed against plaintiff-Appellant
Judgment entered April 20 1988,
For the Court Miguel Cortez
Clerk

By Karleen McNabb
deputy clerk

Issued as mandate May 12,'88

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 87-3677

U.S. COURT OF APPEALS
ELEVENTH CIRCUIT
Filed Jun. 2,1988
Miguel J Cortez
Clerk

JOHN G. BARROW JR

Plaintiff-Appellant

versus

H. RAY WAKLER Tax Collector
Columbia County

Defendant -Appellee

- - - - - - - - - - - - - - - - - -

Appeal from the United States District Court for the Middle District of Florida

- - - - - - - - - - - - - - - - - -

O R D E R :

The motion of appellant John G. Barrow Jr for recall and stay of the issuance of the mandate pending filing of his suggestion for rehearing in banc is DENIED.

Appellant Barrow is DENIED leave to file his petition for rehearing out of time.

/s/ Gerald N Tjoflat
United States Circuit Judge

UNITED STATES DISTRICT COURT
Middle District of Florida
Jacksonville Division

Filed Apr 5 3:39 PM '85
Clerk of District Court
Tampa, Florida

IN Re: JOHN G. BARROW JR,

_____/

O R D E R

Attached is a summary prepared by the Clerk describing 20 seperate actions in The Jacksonville Division of this Court within the last three years by John G. Barrow Jr, .It is apparent from a review of those cases that the Defendant has abused the processes of the Court; has abused and harassed the numerous Defendants called upon to defend against his frivolous and vexatious claims; and has abused the prec-

ious judicial resources of this Court at the incaloulable expense of other citizens and litigants of the Middle District of Florida seeking a prompt and expeditous adjudication of their meritorious claims.

Accordingly, the Clerk of this Court is hereby enjoined from accepting for filing from John G. Barrow Jr in any pending or future case, any further pleadings or parers of any kind what so ever unless such pleadings or papers (1) are signed by a member in good standing of the Bar of this Court . or (2) are tendered for filing by Mr Barrow in a case brought against him as a defendant by other party or parties; or (3) are tendered for filing by Mr Barrow to invoke the

Court's jurisdiction pursuant to
28 USC § 2254 for collateral review
of a State Court criminal conviction
of him as a Defendant.

IT IS SO ORDERED

DONE AND ORDERED AT TAMPA, FLORIDA
this 5th day of April 1985 3:30 P.M.

/s/ Wm Terrell Hodges
United States District Judge

UNITED STATES DISTRICT COURT
Middle District of Florida
Jacksonville Division

Filed Aug. 7 9:15 AM '85

JOHN G. BARROW JR

Plaintiff,

VS. Case No. 84-64-Civ-J-16

IRENE SCOTT as an individual
Internal Revenue Service

Defendants

John G. Barrow Jr

Plaintiff,

vs Case No. 84-104-Civ-J-14

American Telephone And
Telegraph Co. et.al...

Defendants

JOHN G. BARROW JR

Plaintiff,

vs. Case No. 84-135-Civ-J-14

Winifred S Hill, Tax Collector
St Johns County

Defendant.

JOHN G. BARROW JR

Plaintiff,

vs. Case No. 84-414-Civ-J-16

CHARLES HOOD and Mike Noone

Defendants,

John G. Barrow Jr,

Plaintiff,

vs Case No. 84-437-Civ-J-16

Eleanor B Hawkins, et al.

Defendants

John G. Barrow Jr,

Plaintiff,

vs Case No. 84-456-Civ - J-14

Haverty Furnirure et al
Defendants

John G. Barrow Jr
Plaintiff,

vs Case No. 84-588-Civ-J-12

T.J. Greeson Clerk et al.

Defendants

John G. Barrow Jr
Plaintiff
vs Case No. 84-589-Civ-J-14

JAMES HARRISON, et al
Defendants

John G. Barrow Jr
Plaintiff,
vs. Case No. 84-590-Civ- J-16

D.A.C. Corporation of Florida
et al.

Defendants,

John G. Barrow Jr
Plaintiff,
vs. Case No. 84-981-Civ-J-16

The Farmers Home Administration

Defendants

John G. Barrow Jr

Plaintiff,
vs. Case No. 84-982-Civ-J-14

Jack Reed, et al

Defendants

John G. Barrow Jr,
Plaintiff,
vs Case No. 84-1191-Civ-J-12

Harold B Wahl, et al

Defendants,

John G. Barrow Jr
Plaintiff,
vs. Case No. 85-91-Civ-J-12

H. Ray Walker, Tax Collector
Columbia County

John G. Barrow Jr
Plaintiff
Vs Case No. 85-160-Civ-J-14

Carl "Bud" Markel

Defendant

---

(96)

JOHN G. BARROW JR

Plaintiff,

VS. Case No. 85-287- Civ-J-12

JIM BISHOP, Jr, Tax Collector and as an individual,

Defendant,

O R D E R

Pursuant to the Addendum to the Jacksonville and Ocala Division Case Assignment to the Honorable Wm. Terrell Hodges for final disposition.

Concurrent with this reassingment, and in accordance with Local Rule 6.01 (c) (18), all pre-trial proceedings non-dispositive motions, and any applicable preliminary or pre-trial conferences are hereby referred to United States Magistrate Harvey E Schlesinger, who shall be responsible

for the conduct, supervision and determination of all such matters. Pursuant to Fed. R.Civ.P. 72(b), all dispositive motions are also referred to Magistrate Schlesinger, who shall promply conduct such proceedings as are required, and subsequently prepare and forward to me a recommendation for the disposition of the matter, along with proposed findings of fact when appropriate. Although this court has previously entered an Injunction against plaintiff's filing of additional materials (see Order dated April 5,1985) nothing in that Order shall preclude Plaintiff and/or the other parties from consenting to permit Magistrate Schles-

inger, to conduct any and all future proceedings including a jury or non-jury trial, and thereafter to enter final judgment in a particular case. The form of such consent should be governed by the provisions of Fed. R.Civ-P. 73 (b) and (c).

DONE AND ORDERED this 5th day of August 1985, in Tampa, Florida.

/s/ Wm Terrell Hodges
Chief Judge

Copies to Mr. John G Barrow Jr
Route 1 Box 470
Callahan, Fl. 32011
Counsel of Record.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Jacksonville Division

Filed Aug.15 4:35 PM '86
U.S. Dist.Court
Tampa, Fl.

JOHN G. BARROW JR

Plaintiff,

-vs- Case No. 84-104-Civ-J-10

AMERICAN TELEPHONE and
TELEGRAPH CO. et al

Defendants,

JOHN G. BARROW JR

Plaintiff,

-vs- Case No. 84-135-Civ-J-10

winifred s. hill Tax Collector
St Johns County

Defendants,

JOHN G. BARROW JR

Plaintiff,

-vs-

Case No. 84-191-Civ-J-10

ROOSEVELT BAKER JR

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-192 -Civ-10

VERNON DOUGLAS and
EUGENE CHRISTIAN
Defendants,
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-412-Civ-J-10

T. BUCKINGHAM BIRD et al
Defendants,
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-414-Civ-J-10

CHARLES HOOD and MIKE NOONE
Defendants,
_____/

John G. Barrow Jr
Plaintiff,

-vs- Case No. 84-437-Civ-J-10

ELEANOR B. HAWKINS et al
Defendants
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-456-Civ-J-10

HAVERTY FURNITURE COMPANYet.al
Defendants
_____/

JOHN G. BARROW JR,
Plaintiff

-vs- Case No. 84-1191-Civ-J-10

HAROLD B. WAHL, et.al.
Defendants,
_____/

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 85-91-Civ-J-10

H. RAY WALKER, Tax Collector
Columbia County
Defendant,
_____/

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 85-160-Civ-J-10
CARL "BUD" MARKEL
Defendant
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 85-160-Civ-J-10

CARL "BUD" MARKEL

Defendant
---/

JOHN G. BARROW JR,
Plaintiff,

-vs- Case No. 85-287-Civ-J-10

JIM BISHOP, Tax Collector
and as an individual,

Defendant
---/

ORDER

The Magistrate's recommendations that these cases be Dismissed With Prejudice and that Rule 11, F.R.Civ.P sanctions of costs and attorneys fees be assessed are upon due consideration, ADOPTED in each case.

These cases are again referred to the

Magistrate to conduct all further proceedings necessary to determine and recommend the apprpriate amount of coats and attorneys fees in each case. An appropriate judgment will then be entered in each case dismissing Plaintiff's claims with prejudice and awarding fees and costs to the Defendants.

IT IS SO ORDERED.

DONE AND ORDERED at Tampa, Florida this 15th day of August,1986.

/s/ Wm Terrell Hodges
United States Disrtict Judge

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Jacksonville Division.

Filed Aug. 27, 9:55 AM
'86
Clerk Dis Court
Jacksonville, Fl.

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 84-1040Civ-J-10

AMERICAN TELEPHONE and
TELEGRAPH CO. et al
Defendants,
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-135-Civ-J-10

WINIFRED S HILL, Tax Collector
St Johns County
Defendant,
_____/

JOHN G. BARROW JR
Plaintiff,

-vs- Case No. 84-191-Civ-J-10
Roosevelt Baker,
Defendant
_____/

JOHN G. BARROW JR

Plaintiff

VS. Case No 84-437-Civ-10

Eleanor B Hawkins et al

Defendants

John G. Barrow Jr

Plaintiff

VS Case No. 84-456-Civ-J-10

Haverty Furniture Company Et Al

Defendants

JOHN G BARROW JR

Plaintiff

VS Case No. 84-1191-Civ-J-10

Harold B Wahl et al

Defendants

JOHN G. BARROW JR

Plaintiff

VS Case No 85-91-Civ-J-10

H. RAY WALKER Tax Collector

JOHN G. BARROW JR

Plaintiff

VS Case No 85-160-Civ-J-10

Carl "Bud" Markel

Defendant

JOHN G. BARROW JR

Plaintiff

VS Case No 85-287-Civ-J-10

JIM BISHOP JR Tax Collector
and as an individual

Defendant

(106)

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 85-287-J-10

JIM BISHOP JR Tax Collector
and as an individual
Defendant
_____/

ORDER

All parties in the above- styled cases who wish to assert a claim)s) for attorney's fees and/or costs shall submit a Motion memorandum and affidavit itemizing the requests within ten (10) days from the receipt of this Order. This affidavit shall include a time sheet which details the hours utilized in the defense of the case. Those parties not wishing to assert a claim for attorney's fees and/or costs shall so inform the court by pleading.

A hearing on these Motions requesting

fees and costs will be held on the 16th day of October, 1986, at 9:30 a.m. Courtroom 4, Third Floor, United States Post Office Building, 311 West Monroe Street, Jacksonville, Florida.

DONE AND ORDERED at Jacksonville, Florida, this 26th day of August, 1986.

/s/ Harvey E Schlesinger
Magistrate
United States Magistrate

Copies To:
Mr John G. Barrow Jr
Route 1 Box 470
Callahan, Fl. 32011

Harold B Wahl, Esquire
920 Barnett Bank Building
Jacksonville, Fl 32202

John E Lawlor III Esquire
Assistant U.S. Attorney
Post Office Box 600
Jacksonville, Fl 32201

Charles E Pellicer Esquire
Post Office Grawer G-1
St Augustine, Fl 32085

Joseph Lewis Jr Esquire
Assistant Attorney General
Department of Legal Affairs
The Capitol
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Assistant Attorney General
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Marlin M Feagle Esquire
Post Office Box 1653
Lake City, Fl 32056

Thomas D Mac-Namara Esquire
Assistant County Attorney
Post Office Drawer "CC"
Gainesville, Fl 32602

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Jacksonville Division

JOHN G. BARROW JR
Plaintiff,

-vs- Case No 84-64-Civ-J-10

IRESE SCOTT
WILLIE FORTENBERRY
WILLIAM R. McCANTS as
individuals with the
Internal Revenue Service

Defendants,
_____/

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 84-588-Civ-J-10

T.J. GREESON
JAMES S PAGE
Defendants,
_____/

JOHN G. BARROW JR
Plaintiff

-vs- Case No. 589-Civ-J-10
James Harrison, as an individual
Marks, Gray, Conroy and Gibbs
Craig Marsh, Nassau Co. School Board
Ernie Mastroianni, Laura Cook ,Channell
12 WTLV Defendants

JOHN G. BARROW JR
Plaintiff

-v- Case No. 84-590-Civ-10

D.A.C. Corp.
T.J. GREESON
Defendants

JOHN G. BARROW JR
Plaintiff
-vs- Case No 84-981-Civ-J-10
Joseph Balkcom
William Stafford
Lynn C Higby
Farmers Home Administration
Defendants

JOHN G. BARROW JR

Plaintiff
-vs- Case No 84-982-Civ-J-10

JACK REED et.al.

Defendants

---

(112)

JOHN G. BARROW JR

Plaintiff,

-vs-

Case No. 86-400-Civ-J-10

RICHARD KING as an individual et al.

Defendants

O R D E R

All parties in the above-styled cases who wish to assert a claim(s) for attorney's fees and/or cost shall submit a Motion memorandum, and affidavit itemizing the requests within ten (10) days from the receipt of this Order. This affidavit shall include a time sheet which details the hours utilized in the defense of the case. Those parties not wishing to assert a claim for attorney's fees and/or costs shall so inform the Court by

pleading.

A hearing on these Motions requesting fees and costs will be held the 2nd day of June 1978, at 9"30 a,m. Court room 4, Third Floor, United States Post Office Building, 311 West Monroe Street Jacksonville, Florida.

DOE AND ORDERED at Jacksonville,Florida this 11th day of May, 1987.

/s/ Harvey E Schlesinger
United States Magistrate.

UNITED STATES DISTRICT COURT

FOR THE
Middle District of Florida
(Jacksonville Division)

JOHN G. BARROW JR

Plaintiff,

VS. No. 85-91-Civ-J-12

H. RAY WALKER,

Defendant,

****

PLAINTIFF'S RESPONSE TO MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT WALKER'S MOTION TO DISMISS

##########

1.) Simple, Concise and Direct.

RESPONSE: In Gomillion v Lightfoot D.C. Ala. 1958 167 F Supp 405

The Court Holds:

" The question of whether any pleading violates this rule as to what is a short and plain statement of claim and as to what constitutes redundant, immaterial or impertinent matters depends upon the particular case involved"

In Atwood v Humble Oil and Refining Co C.A. Tex 1957, 243 F 2d 885, Cert.den. 78 S Ct 41 355 U.S. 829 2 L Ed 2d 42.

The Court Holds:

" What is a short plain statement of claim within this ruel requiring same depends upon circumstances of the Case"

2) Defendant alleges no grounds for jurisdiction.

RESPONSE: This puts one to wondering what page 6 and 7, Paragraph 1 through 27, and page 8, (i) through (xii) means to Defendant.

3) Defendant's supporting facts is a sne - akey way to demand a Bill of Particulars . If defendant's Counsel had attended Harvard Law School he would have been taught that:

In 1946 Advisory Committee recommended an amendment eliminating the Bill of Particulars and the controversal words " to prepare for trial" The Amendment was adopted, and became effective, in 1948"

" The real objection to requiring detailed statements of contentions is that they tie a party down in such a way that he may be deprived of his sunstantive rights".

4) The Tax Collector, Walker's actions are not authorized by law and for this reason are under color of law.

5) Plaintiff is not the least bit concerned relative to Jurisdictional mimimum.

In Patten v Dennis,C.C.A. Eash. 1943,134 F 2d 137;

The Court Holds;

" A 'cause of action' does not consist of facts, but of unlawful violation of a right which the facts show".

In Monroe v Pape,365 U.S. 167;

The Court Holds:

" It authorizes any person who is deprived of any right privilege, or immunity secured to him by the Constitution of the United States, to bring an action against the wrong doer in the Federal Courts.And that without any limit what so ever, as to the amount of controversy.
The deprivation may be the slightest, con-

ceivable character, the damages in the estimation of any sensible man may not be five dollars, OR EVEN FIVE CENTS, they may be what lawyers call merely niminal damages; and yet by this Section jurisdiction of that civil action is given to the Federal Courts instead of its being prosecuted as now in the Courts of the States"

6) This Case and Controversy is primarily " impairing of obligation of contracts" Both of which arise under Rights Assured to this Plaintiff by our Constitution of these United States of America.

7) Plaintiff is not required to answer What Question, on what Color of law in his Complaint. 8) There is no guess work to the sufficiency where as in this case there are many, many Contracts with the obligation of which is maliciously, wantonly, and with meanness and madness being impaired.

9) There is no guess work about the uncon-

stitutionality of F.S. Chapter 197.056 (2) (1975) (1977) .

" A lien ctrated through the sale of a tax certificate may not be foreclosed or enforced in any manner except as prescribed in this chapter".

10) The enfórcement solely and only by a square headed Tax Collector cannot be daid to be fundamentals of procedural due process of law.

This amounts to enforcement by Ordeal because the Tax Collector will steal from the Lender for the benefit of buying Good Will of the Voter every time.

11) In summary, that the Defendant is unable to frame his defense is no Skin off Plaintiff's Back. Plaintiff has no obligation to do Defendant's Counsel's Home Work.

In Dioguardi v Durning , C.C.A. N.Y. 1944 139 F 2d 774;

The Court Holds:

" Under these rules there is no pleading requirement of stating facts sufficient to constitute a Cause of Action, but only that there be a short and plain statement of the claim showing that Pleader is entitled to relief and the Motion for Dismissal is for failure to state a claim upon which relief can be granted"

In Garcia v Hilton Hotels Intern D.C. Puerto Rico 1951 97, F Supp 5;
In Rudlph Worlitzer Co v Atol, D.C. Minn 1952 12 R.F.D. 173.

These Courts Hold:

" Under this Rule 8, there is no pleading requirement of stating facts sufficient to constitute " Cause of Action" but only that there be short and plain statement of claim showing that pleader is entitled to relief"

In David v Sinclair,Rifining Co.D.C. N.Y. 1960 25 F.R.D. 190;

The Court Holds:

" Under these rules what is required is a short and plain statement of claim showing the pleader is entitled to Relief"

In Brooks v Pennsylvania R Co. D C N.Y. 1950 91 F Supp 101;

" Under supervision (a) of this rule there is no pleading requirement that there be facts sufficient to constitute a Cause of Action but only that there be a short and plain statement of claims showing that the pleader is entitled to relief"

In Compton v Union Supply Co.D.C. Pa. 1953 110, F Supp 3;

The Court Holds:

" Under these rules a complaint must set forth a basis for jurisdiction but it need not state facts sufficient to constitute a Cause of Action"

In Mil-Hall Textile Co v Dun and Bradstreet Inc D.C. N.Y. 1958 160 F supp 778

The Court Holds:

" Under Rule 8 there is no pleading requirement of stating facts sufficient to constitute a Cause of Action, but only that there be a short plain statement of the claim showing that the pleader is entitled to relief"

12) Defendat Walker is fully aware that he is being sued for countless acts of theivery which are in fact;

a) Each a seperate impairing of obligation of contract, under color of law.

b) Each a seperate cause of action, arising under the Constitution of these United States of America. And as long as Our United States Flag Flies over Our United States Courthouse there will be Equal Protection doen to this Plaintiff, See. F.R. C. P. Rule 8 (f). Then watch this United States District Court go into action!

Respectfully Submitted

JOHN G. BARROW JR pro se
Rt 1 Box 470
Callahan, Fl. 32011
904-845-2475

I CERTIFY a copy to Marlin Feagle, this March 2 1985

JOHN G. BARROW JR

UNITED STATES DISTRICT COURT
FOR THE
Middle District of Florida
(Jacksonville Division)

Filed Feb 4 9:32 AM '85
Clerk U.S. District Court
Middle District of Florida
Jacksonville, Florida

JOHN G. BARROW JR

Plaintiff

VS. Cas No. 85-91-Ci -J-12

H. RAY WALKER

Defendant

****

MEMORANDUM OF LAW

##########

1) Colombia County Bad faith issue is not an Appeal from any State Court.

2) Columbia County Bad faith, issue is an Appeal to this United States District Court for relief from deprivation of;

a) Equal Protection of the law-Amendment XIV,

b) " Impairing of obligation of a Contract" Article 1, Section 10, without a doubt, only the Great Master Above would know exactly how to tackle the Plaintiff's problems with Columbia County, Florida.

3) As is the case through out, there is a language Barrier, which must be overcome before this Action even anticipates a lift off the ground much less begins to fly.

4) There are such misconceptions as;

a) Interest per annum, year by year, on the unpaid balance means to divide the stated rate by twelve (12) then multiply times the number of months, <u>which is not true</u>.

b) The Defendant will allege that the delinquent property is sold at the June

One, Jamboree , where in fact there has never been one patcel sold at the June One Wazygoose.

c) The Defendant also contends that the Certificates are sold (which is not true) when in fact certain sums of money is requested to be borrowed to pay the taxes, interest and fees.

d) When the money is advanced, a Certificate is GIVEN FREE, to witness the Loan which is secured by a collateral interest in the land, in the event of default.

e) It cannot be truthfully said that the certificates are sold, as they are required to be returned to receive repayment of the money advanced.

f) " A sale never anticipates the return of the Artice sold" SEE: Westfall V Ellis 141 Minn. 377,170 N.W. 339 341;J.I Cas.

Threshing Mach Co v Loomis 31 N.D. 27 153 N.W. 479 481'

g) " In a sale title passes to the Buyer"

McGaw v Hanway 120 Md 197,87 A 666 667 Ann Cas 1915 A 601

h) Defendant will allege redemption (which is not true) as there is nothing sold until two years later, in the event of complete default of the loan. There can be no chance of repurchase or buying back, or redemption what ever verbage one might perfer. as nothing has been sold at the June 1, Sale.

i) The defendant apparently knows not what the words " Time Peroid" might mean and that the interest is due, whether paid or not, at the end of the Time Peroid, year by year.

j) That if the Lender and the Borrowor

acquiesce to let the Loan Run on and on, that the interest earned becomes principal due and must earn interest for the detention thereof, for the comming time peroid.

k) The funds witnessed by the Certificates are requested to be advanced and the party advancing the funds grant such request. This is strictly a Lender/Borrowor relationship.

(1) <u>It must be determined if;</u>

(i) A principal Sum delivered to the Agent for the State and County is a loan to earn interest or a sale of the land ?

(ii) If the placing of the Sum is with the responsible Borrowor ?

(iii) If an arrangement that interest is to be paid, for the detention of the Funds?

(iv) If a recognition by receiver of the money of his or her liability for return

of the principal amount accured interest or in lieu thereof, the conveyance of the land put up as collateral, in the event of default.

(m) It must be determined that;

(i) The land owner has no privity with the Lender.

(ii) That the Lender has no privity with the land owner, The High Court has ruled that " There is no lersonal liability for real estate taxes" Florida Industrial Co v State , 114 Fla. 1, 152 So 717,51 A. Am Jur Taxation s. 945 84 J.S. Taxation s 643.

(iii) If, the land owner is in fact in privity with the Lender, when can the land owner be repaid the money loaned by the Lender to the State ?

(iv) If the Lender is in privity with the land owner, why bother to foreclose or spend all the fees grabbed in connection with the Tax Deed Application ?

(v) If there is privity with the Lender and the Land Owner, why Florida Statute 197.056 (2) ?

(vi) Where is the cognizance implying a consent by and between the Lender and the Land owner ? Or, the joint knowledge of joint concern.?

SEE Private Knowledge: Joint Knowledge with an other of a private concern; cognizance implying a consent or concurrance Taylor v Ferroman Properties 103 Fla 960 139 So 150

(n) It must be determined that the money loaned to the State and County is borrowed to,pay taxes, interest and fees and that

there is after the June One of any year no taxes due therefore the property owner cannot possibably pay his taxes; there is no taxes due.

The tax was paid by the Loan. All that can be done is to advance the money to the Collector so that the Tax Collector can make good the sgreement made by and between the State and County as one party the Lender the only other party. Webb v Williams 152 S.W. 2d 312.

(o) That there is no Agency created by and between the Lenser and the Borrowor with the Landowner. If so, when does this employment begin ? See: Biabon v Hay 169 N.E. 268,291.

(p) There is no Agency created by and between the Borrowor and the Landowner.

(q) That to pay interest on the remaining balance is not an agreement to pay Compound interest. That it is a results of

acquiesence to let the loan run on and on YEAR BY YEAR, BY YEAR.

(r) That an agreement (by contract or acquiesence to pay interest per annum year by year from the date of the loan as it becomes due at the end of each time peroid and on the unpaid balance, violates no Statute.

" Our Constitution provides that no person shall be deprived of life, liberty or property without due process of law and that private property shall not be taken for public use without just compensation".

" The computation of interest on interest supplies the place of prompt payment and indemnifies the creditor for his forebearance .It founded on moral and equitable consideration the forebearance to enforce payment and extention of time"

Also, " An agreement (by contract or acquiesence) to pay interest on interest as it becomes due is valid.

Coggon V Coggon (Fla App.) 183 So 2d 839

(s) If, in fact it is found that the Borrowing State and County is not obligated to repay with the agreed amount of interest accuring thereto, then what do we do about:

" Our Constitution provides that no person shall be deprived of life, liberty or property without due process of law, and that private property shall not be taken for oublic use without just compensation " ?

Just what is JUST, about the detention of interest earned, year by year without the due balance earning interest for the forebearance of the detention thereof ?

All of the above " issues of fact" must be consummated before we can begin to deal with anycounty or any defendant, any accounting, any foreclosure, any collusion and, this is only a portion of the "issues of fact" in this complex litigation.

MEMORANDUM OF LAW ON INTEREST

In the Supreme Court of Utah , In Farns-Worth v Jenson , et al

The High Court Held:

" Interest is the compensation allowed by law or fixed by parties for the use of detention or forebearance of money or its equivalent"

" Interest is as much an integral part of debt as the principal itself, and while it forms an element in computing the amount of recovery, it does so in the way that a provision of the contract limiting liability, or other contractual provision as to the amount involved in the contract does"

DAMAGES:

" Interest by way of damages or "moratory interest" is interest allowed in actions for breach of Contract or in actions for tort damages, for unlawful detention of money due".

" Where contract provided for payment of interest at rate per annum, and each yearly payment was to include that amount and purchasers chose to retain annual payments because of vendor's failure to remove encumbrances and thereafter surviving vendor brought action to recover possess-

ion of the property and to quite title thereto, and purchasers were held entitled to the land purchasers would be required to pay to vendor not only interest but also interest on the unpaid interest up to date of judgment"

Jenson v Lichtenstien 45 Utah 320 145 P. 1036;

1-3) 15 Am Jur Section 159 Page 577; Contains the following explanation of the nature of interest:

" Generally speaking, interest is of two kinds:

(1) That which is given by reason of contract by the parties providing for the same and (2) that which is given by way of damages".

30Am Jur Section 2 page 6;defines interest as follows:

" * * * interest is the compensation allowed by law or fixed by the parties, for the use, detention, or forebearance of money or its equivalent. It is the premium or recomense paid for money. Conventional interest is the ordinary acceptation of the term is such interest as the parties to a contract have agreed upon as part of their contract, and is as much an integral part of the debt as the principal itself; and while it forms an element in computing the amount of recovery it does so in the way

that a provision of the contract limiting liability or any other contractual provision as to amount involved in the contract by way of damages, or moratory interest. As it is sometimes called, is interest allowed in actions for breach of contract or in actions for tort danages, for the unlawful detention of money found to be due"

It depends not upon any express contractual obligation to pay interest, but upon the theory that the party breaching the contract or committing the tort became bound at the time of the breach to make reparation. and for this delay in making such reparation, the injured party is entitled to such interest, as will recompense him therefore".

" It is as distinctly a substantive part of the debt as if the obligation to pay it was founded on a contract for interest"

" Where the terms of an obligation comprehends interest, it is inaccurate to say interest is added by way of damages; for it is a substantive part of the debt as much as the principal is "

" Respondents were required to pay both principal and interest on agreed dates and they cannot lessen their burden by failing to tender payments on the due Dates

" Having elected to rely on the contracts

respondants cannot have the use of the money and then deny to appellant its earning power"

" We believe the rule announced in Jenson v Lichtenstien,45 Utah 320 145 P 1036; is controlling . In that case Mr. Justice Frick, speaking for the Court disposed of the computation of interest in the following language." Defendants had promised to pay the interest quarterly. There thus fell due at the end of each quarter the sum of $175 as interest. This amount was owing from defendants to the plaintiff at the end of each quarter after the 6th day of December 1910, when the last interest was paid as found by the court. If the defendants had paid plaintiff the interest when due he could have reloaned it to them, or could have loaned it to any one else. and could have contracted for any rate of interest not exceeding 12 percent per annum In case however, the loan would have been made and no rate of interest was agreed upon. The Statute would have supplied the omission by fixing 8% as the legal rate. THE PLAINTIFF THEREFORE WAS AS MUCH ENTITLED TO INTEREST UPON THE UNPAID INTEREST A THOUGH IT HAD BEEN PAID TO HIM WHEN DUE AND HE HAD RELOANED IT.

In Bledsoe v Nixon, 69 N.C. 89; We obtain some " Real good horse sense" In American Justice.

" Interest is allowed on such interest from the time it becomes payable, without any subsequent demand by the creditor or

agreement by the debetor that it shall be paid.
To this effect are the cases of Pierce et al.,V Rowe 1 N.H. 179; Catlin v Lyman, 16 Vt 44; Mann v Cross , 9 Iowa 327; Doig: v Brakley, 3 Rich (S.C.) 125; Gibbs v Chrisolm , 2 NGM 38; Singletion v Lewis 2 Hill (S.C.) 408;
We find the cases Kennon v Kennon 1 Taulor (N.C.) 231 ; O'Neal v Sims 1 Strobh, 115 Watkinson v Root,4 Ham (Ohio) 373,; Talliferro's Ex rs v Kings Adm:r 9 Danna 331 ; also referred to in support of the same doctrine, through we have not been able to exaime them. And some of these cases it is claimed that they have held that even if the principal be due at or before the first installment of interest is due, interest is to be charged upon the interest from the time it is payable 1 Walton's A.L. Cas.(2d ed)539

In Hollingsworth v City of Detroit 3 McLean 472; It was held; that interest was recoverable on interest payable annually accordingly , to the terms of the Contract of the City. It is however, remarked in this case: " The Contracts were negotiable by delivery; and no question is made whether when due , a demand for payment was made, or whether such demand was necessary. The point not being raised need not be considered and again, IT IS NOTORIOUS THAT THE CITY WAS UNABLE TO PAY THE INTEREST AS IT BECAME DUE, AND IT COULD NOT HAVE BEEN COLLECTED BY LEGAL MEANS.

In Connecticut Mutal Life Insurance Co. V Cleveland etc RR CO. 41 Barb 9, there was a simular decision . The Court (SUTHERLAND P.J.) said : The Contracts are negotiable promises to pay a certain sum money on a certain day, to the holder, so much as to be cut off and circulated independently of the loan contracts. If not paid when due, I think interest should be allowed by way of damages, for the dely of payment".

" There is no good reason why money due at a particular time, for the use of money should not earn interest from that time in the samemanner as money due for any thing else"
Where rule accords with this view, it has been held that where a party contracts to pay a sum of money with interest thereon, on a given day, when the day arrives the interest becomes principle and bears interest for the future. Doig v Barkley,3 Rich Law R 125.

" We think the rule allowing interest is upon the whole, better grounded in the principles and analogies of the law, and more consonant with the modern ideas in regards to interest, as exhibited both in jurisprudence and legislation.

We adopt the rule allowinginterest upon installments of interest overdue and remaining unpaid".
" Both the accruing interest and the principle are due, not on a particular day,

but every day, until they are paid. The amount of the judgment in this case, therefore, should be the amount of the principal of the contract with simple interest thereon, to the present day; and also the amount of the annual dues of interest, including that which accrued when the contract became due, with simple interest, thereon to the present day"
See; Wheaton v Pike, (9 R.I 132)

From Sealey v United States 37 F 2d 916

" It is a general principle of commercial law that one who becomes indebted to another upon contract is liable for the payment of interest on the sum due from the date fixed for payment without any express provision therefore, it has never the less been held that this rule does not apply to obligations of the Government; the reason being that it is assumed that a Government in dealing with its citizens, will pay its obligations at maturity and the lawmakers will not reflect upon the Government by assuming otherwise"

" It has however, for many years been the practice of the souverignities of this Country, both State and Federal, to borrow money from individuals and to provide for the repayment thereof by the issue of contracts providing for a stated rate of interest"

" Our Constitution provides that no

person shall be deprived of life, liberty or property without due process of law, and that private property shall not be taken for public use without just compensation"

" Where however under statutory authority the government has entered into business for a monetary consideration and has issued or contracted to do so in the method and substantially in the form adopted by business corporations and has by such policies contracted to pay a sum certain upon the happening of a determined or determinable date interest will accrue upon the amount so designated from the due date as in other business transactions founded on contract: Such cases being governed by the commercial nature of the transaction rather than by sovereign character of the obligor whose sovereign immunity has been waived because of statutory authority to sue"

Per annum means interset paid annually Due annually, if not paid. Annually and per annum is one and the same. This is supported by;

Walker v Kimball , 22 111 537

In Union Central Life Ins. Co. v La Follette et al Supreme Court of Oregon ; we learn;

" Annual interest " is simple interest on principal sum, plus simple interest on each installment of interest. from time it falls due untit it is paid"

In McWilliams v Northwestern Life Ins Co Court of Appeals, of Kentucky we Learn:

" Under life policy providing that in sured could obtain policy loan at not to exceed 6 percent annual interest, such loan did not bear either simple interest or compound interest,but interest became a seperate debt at each maturing date, it was not paid and each installment of interest when it thus became a seperate debt, bore simple interest from that date until paid, and hence could not cancel policy"

Im McWilliams v Northwestern, continues;

INTEREST:

" Where partial payments have been made interest should be computed up to date, of any cash paymebts, which may have accured up to that date, and if the payment exceeds such interest the payment is deducted from the sum accured interest and principal, the balance constituting a new principal as of that date"

But if payment is not sufficient to satisfy accured interest, it will be reserved until sum of partial payment is suff-

icient to satisfy accured interest it will be reserved until sum of partial payment is sufficient to satisfy accured interest up to date of last payment, when the sum of payment is to be credited to one amount, and deducted as before, the partial payments being applied first to accured interest and then upon principal"

" By another method, which is middle course between a simple and compound interest each installment of interest becomes itself a new principal which bears simple interest"

" In case of the non-payment of any interest on said loanas above provided each interest shall be added to and become a part of the principal of said loan and shall bear interest at the rate of aforesaid"

" The interest became a seperate debt at each maturing date it was not paid, and such installment of interest when it thus became a seperate debt bore a simple interest from that date until paid"

The term " annual interest" specifies the time the interest matures or when it is payable. 33 C.J. 188 28, 1st Nat. Bank of Stronghurst 111 V Kirby Mo Sup 175 S.W 926.

It has long been the law in this jurisdiction that where a note expresses the date interest is to be paid,when it

matures at the end of each time peroid".

McWilliams v Northwestern Continues;

" Then such interest BECOMES AN INDEPENDENT DEBT and itself bears interest until paid. The earliest case on the subject is that cited in applee's brief of Talliaferro's Ex 's v Kings Adm'r 9 Damma , 331 39 Ky 35 Am Dec 140 decided in 1940 and one of the late cases in Carrs Fork Coal v Johnson Drug Co 371 60 S.W. 2d 952; Interspersed between these two are many cases to the same effect.

From First National Bank of Stronghurst 111 v Kirby,et ux (NO 16845) Supreme Court of Missouri Deivision No 1 We Learn;

" It decides simply that the word " Annual Interest means INTEREST PAYABLE ANNUALLY and cites in support of the conclusion, Walker v Kimbell, 22 111 537. in which the Supreme Court of that State construed the words " With interest annually at 10% per cent" Referring to the word " Annually" as used for the purpose of fixing the rate of interest. Caton C.J. says;

" But it does not follow that , --- that waor was used for that purpose only. That word may well be used and indeed it is the proper word to use for the purpose of fixing when the interest shall be paid and we are inclined to think that such is its proper office here".

" He further says, that the rate if interest is the same WHETHER THE WORD "ANNUAL" IS USED OR NOT, because the words " PER ANNUM" will always be implied for the Purpose of fixing the rate of Interest".

" We see from the above that the law of Illinois is the same in that respect as the law in Missouri. The Words PER ANNUM are used exclusively to designate rate of interest, while the word " ANNUALLY" in that connection is an appropriate word to indicate the time of payment"

First National Bank of Stronghurst 111 v Kirby et al , Supreme Court of Missouri

Continues: " Thus the words " monthly interest" at the rate of 10 percent, per annum would as held in Illinois, be a proper expression to indicate at 10 percent per annum would be proper form in which to express interest at 10 percent per annum payable yearly. The Illinois Court in both cases sinsibly adds that it is not necessary to use the word " per annum" to express the rate of interest because they are always understood --- so well understood, say annual interest at 10 percent, it meahs annual intersst at 10 percent per annum. We see no fifference between the law of Illinois and the law of Missouri on this question and for an extensive review of the authorities on the question of the latter, we can do no better than to refer to the recent case of Frye v Shepard, 173, Mo App. 200 158 S.W. .717.

" per annum interest " or " annual interest" is simple interest <u>on principal sum plus simple interest on each installment</u> of interest from time it falls due until paid"

Since the above is held to be justice in the State Law of Oregon the State law of Kentuck, the State law of Illinois and the State law of Missouri, it seems that Justice would well be served if the same law law applied in the State of Florida, as well.

" Per annum" per year" annual or annually" and " each year" are all one and the same"

<u>In Morgan et al v Mortgage Discount Co.</u>
Supreme Court of Florida,Div A;
We learn, West Kwy No. System on Interest

" Agreement to pay interest upon interest is not an agreement to pay compouns interest"

On the second day of March 1982 Judge Wallace M Jopling dismissed with prejudice Plaintiff's Fourth Amended Complaint.

In this Order paragraph 3, Judge Jopling ruled:

" That a holder of a Tax Certificate, whether it be a Governmental Agency or a private citizen, which certificates was acquired subsequent to July 1,1983, is limited to the relief of applying for a tax deed. Foreclosure of a tax lien is not a viable remedy available to such holder.

Section 197.056 (2). Provides that;

" A lien created through a sale of a Tax Certificate may not be foreclosed or enforced in any manner except as provided in this chapter".

The only manner prescribed by Chapter 197 for the foreclosure or enforcement of a Tax Certificate is through application for tax deed.

Section 197.241 F.S. See Op Att. Gen 074 202 July 16 1974 and Leland v Andrews 176 So 418 (Fla 1937)

Although Leland permitted private purchase of a Tax Certificate acquired after the effective date of repealing act, in that case, that effect was produced by

the tact that two other statutes that permitted foreclosure were still in effect and had not been repealed. No such situation prevails in the case now under consideration"

It is interesting to note that ten Foreclosures were based on certificates.

1) -- 1962 - No 3
2)-- 1962- No 13
3)-- 1962 - No 33
4)-- 1962 - No 36
5)-- 1962- No 38
6) --1962 - No.43
7)-- 1962 - No 58
8)-- 1962 - No 66
9)-- 1962 - No 79
10)-- 1962 -No.79

Each and every loan was by a Certificate of 1962 Ventage.

The Court held In Culmer v Office Realty 137 Fla 675 189 So 52;

" When a tax sale certificate is issued at the tax sale to private purchasers,or when they are issued to the State and afterwards duly transferred to private parties, the rights of such private purchers are governed by the law in force at the time the tax certificates are issued"

The Court Held In Hull v State ex rel

Rollins 29 Fla 11 So 97, 16 L.R.A. 308 RA. 30 Am St Rep 95;
State v rel Stieff v Bradshaw 39 Fla 137 22 So 296;

" The right of a purchaser other than th state or some governmental agency acting as such at a sale of land for taxes is a Contract right. The Florida Court has held that a statute passed subsequent to a tax sale, which proposed to extend the peroid allowed by the fotmer law for the redeeming the land from the sale, constituted a violation of the contract and would be of no effect as to such purchaser of his assignee"

When the Tax Sale Certificate is held by an individual , that individual succeeds to,all rights of the sovereign power."

First Trust and Savings Bank v West Lake Inv Co. 105 Fla. 590 So 984 ; Brickell v Plabicke 123 Fla 508 167, 44;
The Sivort Co v State 136 Fla 179, 186 So 671.

A foreclosure sale of property predicated only upon the lien of a municipal tax sale Certificate would be subject to all unsatisfied liens for,State, County and Municipal taxes, without reference to the year from which the taxes are due.

Therefore to avoid needless litigation

when purchasers of tax sale sale certificates invoke foreclosure ptoceedings to enforce the liens of the Certificates municipalities and all other holderes of outstanding tax sale certificates except the state, may be made parties defendant to the foreclosure suit so that their liens may be adjudicated.

Tax Securities Corp v Security Inv. Corp 115 Fla 536 155 So 752

" The lien evidenced by a valid tax sale certificate is of such character that it may be enforced by foreclosure withou the aid of statutory provisions particulary authorizing and fixing the procedure for such foreclosure".

The Sivort Co v State 136 Fla 179 186 So 671.
See Also Fla Enc Dig Vol 13 (pt1) Taxation 105 Key No 636 85 C.J.S. Taxation 772.

" The validity of a tax sale certificate and the rights of the holder thereof, other than a governmental agency of the State are to be determined by the laws in force at the time the Certificates were acquired. A statute subsequently passsed cannot constitutionally impair any of the substantial rights secured to a private holder by the existing laws when the certificates were acquired"

In Starke v Sawyer 56 Fla 596 47 So 513;

In Clark Ray Johnson v Willford; 62 Fla 435 56 So 918

However the Statutes are not silent on the subject Sec. 3228 R.G.S. Sec C.C.L Provides:

" All liens of any kind whether created by statute or common law, and whether heretofore regarded as merely possessory or not, may be enforced by proceedings in chancery.

TAXATION KEY 708 (1)

" Statutory authority is not required to authorize the state to foreclose tax liens evidenced by tax sale certificates lawfully issued to the State "

CONSTITUTIONAL LAW KEY 56;

" Courts of equity have jurisdiction to foreclose liens such jurisdiction may not be abridges or taken away by legislative act. The Sivort Company v State 136 So 617; Comp Gen Laws 1927, S 5034 Acts 1935 c 17460.

In Brickell v Palbricke,123 Fla. 508-167 So 44;

" We said that the lien evidenced by valid tax sale certificate is of such character that it may be enforced by foreclosure without aid of statutory provisions, particularly authorizing the

fixing procedure for such foreclosure is established in this jurisdiction by the opinion and judgment in the case of First Trust and Savings Bank v West Lake Inv.CO 105 Fla 590 141 So 894 895;

This must be true because it is well settled that a valid tax sale certificate constitutes a lien of the highest character. The foreclosure of liens is a matter of equitable cognizance and is therefore within the jurisdiction of our Circuit CourtsUnder Section 5 Paragraph (b) of Article 5 of Our Constitution. In hundreds of cases the Courts have held the same as above.

Judge Jopling knows the law. Judge Jopling knows the law well, a Master of the Art. Judge Jopling and his co-horts all know that they were implementing ex facto laws upon Plaintiff. They had a plan.

QUESTION: Do you think that Judge

Jopling has immunity when such an Order was not discretionary or administrative but was in fact without a doubt Planned Mechination ?

If this Court does, put its stamp of approval upon Judge Jopling's wandering far and wide outside and beyond in clear absense of jurisdiction to implement "EX POST FACTO LAWS" against plaintiff then this court would also give license for Judge Jopling to murder, rape and rob Banks.

Remember, Judge Peach did not Concur, Chief Judge John Peach dismissed the demand for attorney's fees demanded by Terry McDavid, Verlyn Brown and others.

QUESTION: County Judge Vernon Douglas conspired and schemed with H. RAY WALKER in the Lake City Reporter relating to the

same loans and the interest thereof, and witnessed by the same certificates, yet the County Court has absolutely no jurisdiction whatsoever.

Real Property liens and foreclosure, much less the Honorable Vernon Douglas who was only in collusion with Walker schemeing to cause Plaintiff to injure himself.

However, when Plaintiff was later in County Court before Vernon Douglas, to evict a month to month tenant for non-payment of rent, the case was dismissed because Douglas had no jurisdiction in foreclosure calling the MONTHLY RENT agreement in Mortgage.

QUESTION: Do you feel that Vernon Douglas should be immune from conspiracy with H. Ray Walker. et al., ? If this Court will put their stamp of approval on Judge

Vernon Douglas being immuned from conspiracy and impairing of obligation of Contract, then what next ?

All of these issues of fact must be submitted to a jury, issus by issue.

Federal Laws not State laws, control questions of immunity in Federal Courts. Especially when there is a Clear Absence of all Jurisdiction over that given subject matter, as well as A Clear Absence of Good Faith.

Plaintiff moves this Court to direct H. Ray Walker to forthwith submit a FULL ACCOUNTING on a form with all information shown on Exhibit "B".

Crowell v City of Riverside 26 Cal App 2d 566 80 P 120.
Commonwealth v Smith 344 Pa. 381 25 A 2d 694 (1942)
Where there is clearly no jurisdiction over the subject matter any authority exercised

is a usurped authority and for the exercise of such authority.
When the want of jurisdiction is known to the Judge, no excuse is permissable.

The Supreme Court had not recognized any general immunity for administrative officers below Cabnet Rank.

The Heart and Soul of this litigation is corruption, supercherie, usurpation in complete absence of jurisdiction subject-matter and civil liability of Governmental Officials which can in Good Conscience be resolved ONLY by a Jury Trial of all " Issues of fact" including IMMUNITY.

John G. Barrow Jr pro se
Rt 1 Box 470
Callahan, Fl 32011
(904) 845-2475

I HEREBY CERTIFY a true copy of the foregoing has been furnished this 4th day of February, 1985 to H. Ray Walker, Tax Collector Columbia County Courthouse, Lake City, Florida 32055.

JOHN G. BARROW JR

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

JOHN G BARROW JR,

Plaintiff,

VS Case No. 85-91-Civ-J-10

H. RAY WALKER

Defendant,

REPORT AND RECOMMENDATION

This Case has been referred to this Court to determine and recommend the appropriate amount of costs and attorney's fees There has been no claim for fees or costs. asserted by any of the parties in this Case.

RECOMMENDATION[1]

The Case be dismissed.

DONE AND ENTERED at Jaclsonville, Florida this 28th day of August, 1987.

/s/ Harvey E Schlesinger
Harvey E Schlesinger
United States Magistrate

---

1 Any party may file and serve objections within ten(10) days after service of this opinion. Failure to do so shall bar the party from a de novo determination by a district judge of an issue covered herein and from attacking facyual findings on appeal. See 28 U.S.C. § 636; Thomas v Arn 106 S Ct 466 (1986) Nettles v Wainright, 677, F 2d 404 (enbanc) (5th Cir Unit B 1982) Rule 72(b), Federal rule of Civil Procedure; and local Rule 6.02.

Copies to:
Honorable Wm Terrell Hodges
Chief Judge U.S. District Court

Mr John G. Barrow Jr
Route 1 Box 470
Callahan, Fl 32011

Marlin M Feagle Esquire
Post Office Box 1653
Lake City, Fl 32055-1653

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

JOHN G. BARROW JR

Plaintiff

V U.S.C.A. 85-3341
D.C. 85-91- Civ-Magis.

H. RAY WALKER

Defendant,

****

MOTION FOR DEFAULT

##########

Pursuant to Federal Rules of Civil Procedure Rule 55 DEFAULT:

(a) ENTRY when a party against whom a judgment for affirmative relief is sought has failed to plaed or otherwise defend as provided by these rules that the fact is made to appear by affidavit OR OTHERWISE the clerk shall enter his default .

(2) By the Court: IN ALL OTHER CASES, the party entitled to a judgment by default shall apply to the court therefor * * * * * * * * * * * * and shall accord a right to trial by jury to the parties

when and as required by any statute of the United States.

In Order to constitute an appearance however, defendant's actions MUST AT LEASE BE RESPONSIVE, to Plaintiff's formal court action. Beaz v Kresge Co (C.A. 5th 1975) 518 F 2d 349 cert den (1976) 425 US 96 S Ct 1495 47, L ed 2d 754.

JUSTIFIABLE REASONS FOR JUDGMENT BY DEFAULT

1) On the 4th day of February 1985, the Original Complaint was filed with the Clerk of the Federal Court.

2) Federal Rules of Civil Procedure Rule 7 (a) Mandates:
" There shall be a complaint AND AN ANSWER To this date there has been no answer from any defendant. whereupon, the Clerk of the Court at the end of the 20 Days should have entered default of the various defendants"

What binds Plaintiff to Rule that are only a FUNNY JOKE to the defendants ?

What happened to our EQUAL PROTECTION GUARANTEES ?

3) FEDERAL RULES OF CIVIL PROCEDURE RULE 8

b) Defenses Form of Denial;

" A party shall state in short and plain terms his defenses to each claim asserted and SHALL ADMIT OR DENY the averments upon which the adverse party relies"

d) Effect of Failure to Deny:

" Averments in a pleading to which a Responsive Pleading is required other than those as to the amount of damage ARE ADMITTED when not denied in the responsive pleading"

There has been no denial of any averment in any complaint by any defendant in the above styled action.

4) Contained within this plaintiff's Original Complaint is approximately twenty-five (25) averments, None of which have ever been responded to by any defendant, under any reasonable thinking community's standards.

ALWAYS REMEMBER:

" Are admitted when not denied in the responsive pleading Rule 8 (d)

Never, in this case has there been any answer as REQUIRED by Federal Rules of Civil Procedure !

What happened to,our Equal Protection of our Constitution ?

5) Federal Rules of Civil Procedure Rule 7 (a) Mandates:

" There shall be a complaint AND AN ANSWER

To this date there has been no answer from any defendant whereupon the Clerk of the Court at the end of 20 days should have entered default of the various defendants.

What binds Plaintiff to Rules are only A FUNNY JOKE to the defendants .

What happened to OUR EQUAL PROTECTION GUARANTEES ?

6) FEDERAL RULES OF CIVIL PROCEDURE RULE 8

b) Defenses , Form of denials:
" A party shall state in short and plain terms his defenses to each calim asserted; and shall ADMIT OR DENY, the averments upon which the adverse party relies"

d) Effect of failure to deny;
Averments in a pleading to which a responsive pleading is required other than those as to the amount of damage are admitted WHEN NOT DENIED in the responsive pleading"

There has been no denial of any averment in any complaint by any defendant in the above styled action.

7) On the 18th day of March 1986, this Plaintiff did file a Second Amended Complaint.

8) Federal Rules of Civil Procedure Rule 7(a) Mandates:
" There shall be a Complaint AND AN ANSWER To this date there has been no answer from any defendant,Whereupon the Clerk of the Court at the end of 20 Days should have entered default of the various defendants"

What binds Plaintiff to Rules are only a FUNNY JOKE to the Defendants .

Waht happened to our Equal Protection GUARANTEES ?

9) Federal Rules of Civil Procedure Rule8

b) Defenses Form of denial;

" A party shall state in short and plain terms his defenses to each claim asserted; and shall admit or deny the averments upon which the adverse party relies"

d) Effect of failure to deny;

Averments in a pleading to which a responsive pleading is required other than as to amount of damage, ARE ADMITTED when not denied in the responsive pleading"

There has been no denial of any averment in any complaint by any defendant in the above styled action.

10) Contained herein this Plaintiff's Second Amended Complaint is at least Seventy-two (72) averments. None of which have ever been responded to by any defendant, under any reasonable thinking conunity's standards.

ALWAYS REMEMBER:

" Are admitted when not denied in the responsive pleading" Rule 8(d)

Never in this case has there been any answer as REQUIRED by Federal Rules of Civil Procedure.

By what statutory Law does " The Members of the Bar " stand so tall as to be above the law of this land ? Or, above the Federal Rules of Civil Procedure ?

No Member of the Bar can plead Ignorance. Bad faith is the only answer.

Who is upholding the Constitution ? To answer each averment in 10 days or 20 days after the Complaint is filed, or 40 days after the Complaint is filed.

This Court is invited to notice that this is the 940th day after the filing of the Original Complaint, and still no Answer.

This Court is invited to, note that this

is the 533rd day after the filing of the Second Amended Complaint and still no answer to any averment by any defendant. WHEREFORE, Plaintiff Moves this Court to grant default while entering judgment -- because of no answer to any averment in any part of the Entire Record of this case and Controversy, as provided by Federal Rules of Civil Procedure Rule 55 above Rule 7(a) above Rule 8 (b) (d) above and no appearance. 96 S.Ct.1495 47 L Ed 2d 754, Beaz v Kresge. Lest there be in this Court one law for Rome and another for Athens, one law for defend - ant - members of the Bar, with no access to Court and no law to protect anyone Not a Member of the Bar.

In Padovant v Brachneusen 293 F 2d 546; The United States Appeals Court points out:

" A plaintiff cannot be deprived of his rights without a trail, even if the trial promises to be long and burdensome"

Under the Federal Rules a plaintiff pleads facts, not law and the law is to be applied by the court" Fed. Rules Civ. Proc. Rule 54 (c) 28 U.S.C.A.

Are the Federal Rules in error ? Is the Court of Appeals in error ?

The Summary Judgment Procedure is not " A catch penny contrivance. See Whiaker v Coleman, (CCA 5th 1940) 115 F 2d 305 S 56.15 (1.05) operating to deprive a litigant of, nor is it a substitute for, A LIVE TRIAL WHEN THERE IS ANY GENUINE ISSUE or MATERIAL FACT to BE TRIED .

There are many, genuine issues of material facts to be tried.

55.3 Default Judgment by the Court:

"If a prty has put in an appearance the court must enter judgment by default --- In order to constitute an appearance however, defendant's actions must at least be responsive to plaintiff's formal court action.

Beaz v Kresge, (C.A. 5th 1975) 518 F 2d 349 cert den. (1976) 425 US 904 96 S.Ct, 1495 47 L 3d 2d 745.

A L T E R N A T I V E

As an alternative Plaintiff Moves This Court to at least call up for hearing;

a) All parties in thé action only.

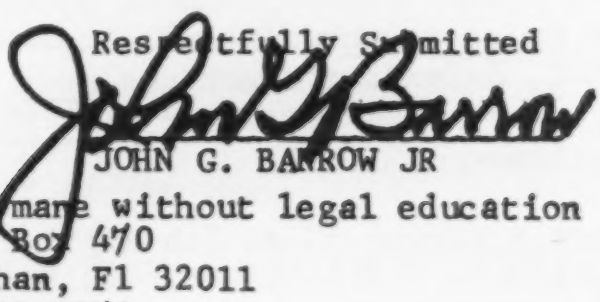
b) All of plaintiff's averments that have arisen to be adjudicated.

c) Also, an impartial jury, in an open forum.

d) All in the interest of " Our Equal Justice Guarantees" ans, " Appropriate to the circumstances Due Process of the Law"

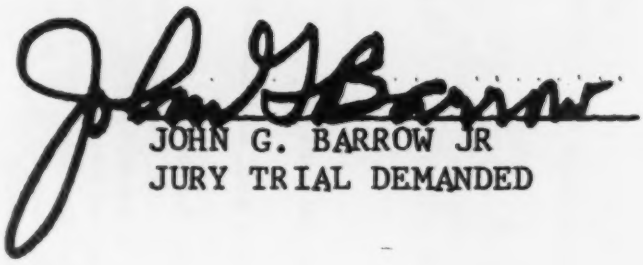
Who is upholding the Constitution of these Ubited States ?

Respectfully Submitted



JOHN G. BARROW JR
A Layman without legal education
Rt a Box 470
Callahan, Fl 32011
904-845-2475

I CERTIFY THIS 4th day of September 1987, that I did furnish a true copy of the foregoing instrument to Counsel of record



JOHN G. BARROW JR
JURY TRIAL DEMANDED

1966

NO. 32 866

STATE OF FLORIDA
COUNTY OF COLUMBIA
CITY OF LAKE CITY

OFFICE OF TAX COLLECTOR
City of Lake City, June 1 A.D. 1966

I, J. L. Hall, Tax Collector for the City of Lake City, County of Columbia, in the State of Florida, do hereby certify that I did, at public auction, pursuant to notice given by law as required, on this First day of June, A.D. 1966, sell to

City of Lake City

the lands hereinafter described for the sum of

Twenty dollars and seventeen cents.

said sum being the amount due and unpaid for taxes, interest, costs and charges of the described lands for the year of our Lord One Thousand Nine Hundred and Sixty-Five; that the above named purchaser of this certificate or assigns, will therefore be entitled to a deed of conveyance of such lands in accordance with the law unless the same shall be redeemed within such periods of time as are provided by law, by payment of such amount and interest thereon from the date of this certificate until April 1st following at the rate of twelve percent per annum (or at such lower rate of interest as may be bid by any purchaser other than the city) and at the rate of eight per cent per annum thereafter.

Said lands are described as follows, to-wit:

473 NE UNOF.BARFIELD
BESSIE LLOYD
979 BROADWAY ST.
LAKE CITY, FLA.

(168)

in the City of Lake City, County of Columbia, State of Florida.

Assessed Value $ 750.00

The above described lands ~~do~~ do not, appear on the tax rolls as a homestead.
(strike out inapplicable words)

The interest rate bid at the sale under Section 193.56, Florida Statutes, 1941, for the first year was 12 ——per cent.

Witness my hand at Lake City, Florida, this First Day of June, A.D. 1966.

J. Lonnie Hall
Tax Collector for Lake City, Florida

15Y-6 M

Certified mail # P 293 410 101
Received 12-2-81

2323

H. KAY WALKER
TAX COLLECTOR
(DELINQUENT ACCOUNTS)
COLUMBIA COUNTY, FLORIDA

Nov. 22 1982

PAY TO THE ORDER OF Joe Slate $ 22.99

Twenty-two dollars & 99/100-

32/66

EXHIBIT "A"

H. Kay Walker

"23" 1:063100620: "800111"

The State Revenue Bank

(169)

CERTIFICATE NUMBER	SALE OF	COUNTY	CONTRACT RATE
32	1966	Columbia	12-8

CERTIFICATE HOLDER'S NAME	DATE OF PURCHASE	DATE HOLDER WAS PAID IN FULL
City of Lake City	June 1	

(170)

Month of	Amount Due at Start	Contract Rate	Yearly Increase	Old Face	New Face	As Of	
June						April 1967	
19 66 April	$20.17	x 11%	=$ 2.22	+$20.17	=$22.39		
19 67	$22.39	x 8%	=$ 1.79	+$22.39	=$ 24.18		
19 68	$24.18	x 8%	=$ 1.93	+$24.18	=$26.11		
19 69	$26.11	x 8%	=$ 2.09	+$26.11	=$ 28.20		
19 70	$28.20	x 8%	=$ 2.26	+$28.20	=$ 30.46		
19 71	$30.46	x 8%	=$ 2.44	+$30.46	=$ 32.90		
19 72	$32.90	x 8%	=$ 2.63	+$32.90	=$ 35.53		
19 73	$35.53	x 8%	=$ 2.84	+$35.53	=$ 38.37		
19 74	$38.37	x 8%	=$ 3.07	+$38.37	=$ 41.44		
19 75	$ 41.44	x 8%	=$ 3.32	+$41.44	=$ 44.76		

19 76	$ 44.76	x. 8%	=$ 3.58	+$ 44.76	=$ 48.34		
19 77	$ 48.34	x. 8%	=$ 3.87	+$ 48.34	=$ 52.21		
19 78	$ 52.21	x 8%	=$ 4.18	+$ 52.21	=$ 56.39		
19 79	$ 56.39	x. 8%	=$ 4.51	+$ 56.39	=$ 60.90		
19 80	$ 60.90	x. 8%	=$ 4.87	+$ 60.90	=$ 65.77		
19 81	$ 65.77	x. 8%	=$ 5.26	+$ 65.77	=$ 71.03		
19 82	$ 71.03	x. 8%	=$ 5.68	+$ 71.03	=$ 76.71		
19 83	$ 76.71	x. 8%	=$ 6.14	+$ 76.71	=$ 82.85		
19 84	$ 82.85	x. 8%	=$ 6.63	+$ 82.85	=$ 89.48		
19 85	$ 89.48	x. 8%	=$ 7.16	+$ 89.48	=$ 96.64		
19 86	$ 96.64	x. 8%	=$ 7.73	+$ 96.64	=$ 104.37		
19	$	x.					
19	$	x.					

EXHIBIT "A-1"

(171)

TAX SALE CERTIFICATE No. 32
1966

STATE OF FLORIDA
COUNTY OF COLUMBIA
CITY OF LAKE CITY

OFFICE OF TAX COLLECTOR
City of Lake City, June 1 A.D. 1966

I, J. L. Hall, Tax Collector for the City of Lake City, County of Columbia, in the State of Florida, do hereby certify that I did, at public auction, pursuant to notice given by law as required, on this First day of June, A.D. 1966, sell to

City of Lake City

the lands hereinafter described for the sum of

Twenty dollars and seventeen cents.

said sum being the amount due and unpaid for taxes, interest, costs and charges of the described lands for the year of our Lord One Thousand Nine Hundred and Sixty-Five; that the above named purchaser of this certificate or assigns, will therefore be entitled to a deed of conveyance of such lands in accordance with the law unless the same shall be redeemed within such periods of time as are provided by law, by payment of such amount and interest thereon from the date of this certificate until April 1st following at the rate of twelve percent per annum (or at such lower rate of interest as may be bid by any purchaser other than the city) and at the rate of eight per cent per annum thereafter.

Said lands are described as follows, to-wit:

1.00082

473 NE UNOF.BARFIELD
BESSIE LLOYD

#20.17 (15y-6Mo@ 8%/100 1%)

HH HH
HH
15y-7Mo

(172)

979 BROADWAY ST.
LAKE CITY, FLA.

LOTS 5 & 6 BLK. 54

#20.17 X 1.349 = #22.89
Offered #22.99

82/00717

in the City of Lake City, County of Columbia, State of Florida.

Assessed Value $ 750.00

The above described lands ~~do~~ do not, appear on the tax rolls as a homestead.
(strike out inapplicable words)

The interest rate bid at the sale under Section 193.56, Florida Statutes, 1941, for the first year was 12 per cent.

Witness my hand at Lake City, Florida, this First Day of June, A. D. 1942.

J. Francis Hall
Tax Collector for Lake City, Florida

Rapid Press Form 200

X (15Y @ 12-8%) - 3.2604 = # 65.74

X 7 mo @ 8%) - 1.0467 = #68.83 Due, Dec 1981

Offered

#22.99 - Dec 1981

(173)

1966

2.

STATE OF FLORIDA
COUNTY OF COLUMBIA
CITY OF LAKE CITY

OFFICE OF TAX COLLECTOR
City of Lake City, June 1 A.D. 1966

(174)

I, J. L. Hall, Tax Collector for the City of Lake City, County of Columbia, in the State of Florida, do hereby certify that I did, at public auction, pursuant to notice given by law as required, on this First day of June, A.D. 1966, sell to

City of Lake City

the lands hereinafter described for the sum of

Ninety-seven dollars and sixteen cents.

said sum being the amount due and at date for taxes, interest, costs and charges of the described lands for the year of our Lord One Thousand Nine Hundred and Sixty-Five; that the above named purchaser of this certificate or assigns, will therefore be entitled to a deed of conveyance of such lands in accordance with the law unless the same shall be redeemed within such periods of time as are provided by law, by payment of such amount and interest thereon from the date of this certificate until April 1st following at the rate of twelve percent per annum (or at such lower rate of interest as may be bid by any purchaser other than the city) and at the rate of eight per cent per annum thereafter.

Said lands are described as follows, to-wit:

6J NE EARTH SURVEY
SAWYY MURPHY
171R COLGRESS ST.
LAKE CITY, FLA

in the City of Lake City, County of Columbia, State of Florida.

Assessed Value $ 4,000.00

The above described lands do do not, appear on the tax rolls as a homestead.
(strike out inapplicable words)

The interest rate bid at the sale under Section 193.56, Florida Statutes, 1941, for the first year was .12 - per cent.

Witness my hand at Lake City, Florida, this First Day of June, A.D. 1966.

F. Lewis Hall
Tax Collector

15Y-5M

Cat Mind 94664 oct30-81 2256

H. RAY WALKER
TAX COLLECTOR
(DELINQUENT ACCOUNTS)
COLUMBIA COUNTY, FLORIDA

10/13/81 19

PAY TO THE ORDER OF Joe Slate $ 453.87

Four Hundred Fifty-three and 87/100----------

2/66	229.29
2/67	194.49
2/67	8.02
2/67	20.07

EXHIBIT "B"

H. Ray Walker

:063006201: "800111?"

The State Exchange Bank

(175)

CERTIFICATE NUMBER	2	SALE OF	1966	COUNTY	Columbia Lake City	CONTRACT RATE	
CERTIFICATE HOLDER'S NAME	Jne Slate			DATE OF PURCHASE		DATE HOLDER WAS PAID IN FULL	

Month of June	Amount Due at Start	Contract Rate	Yearly Increase	Old Face	New Face	As Of
19 66	$97.16	x 11%	=$10.69	+$97.16	=$107.85	April 1967
19 67 April	$107.85	x 8%	=$8.63	+$107.85	=$116.48	
19 68	$116.48	x 8%	=$9.32	+$116.48	=$125.80	
19 69	$125.80	x 8%	=$10.06	+$125.80	=$135.86	
19 70	$135.86	x 8%	=$10.87	+$135.86	=$146.73	
19 71	$146.73	x 8%	=$11.74	+$146.73	=$158.47	
19 72	$158.47	x 8%	=$12.68	+$158.47	=$171.15	
19 73	$171.15	x 8%	=$13.69	+$171.15	=$184.84	
19 74	$184.84	x 8%	=$14.79	+$184.84	=$199.62	
19 75	$199.62	x 8%	=$15.97	+$199.62	=$215.59	
19 76	$215.59	x 8%	=$17.25	+$215.59	=$232.84	

19 77	$232.84	x 8%	=$ 18.63 + $	232.84	=$ 251.47	
19 78	$251.47	x 8%	=$ 20.18 + $	251.47	=$ 271.59	
19 79	$271.59	x 8%	=$ 21.73 + $	271.59	=$ 293.32	
19 80	$293.32	x 8%	=$ 23.47 + $	293.32	=$ 316.79	
19 81	$316.79	x 8%	=$ 25.34 + $	316.79	=$ 342.13	
19 82	$342.13	x 8%	=$ 27.37 + $	342.13	=$ 369.50	
19 83	$369.50	x 8%	=$ 29.56 + $	369.50	=$ 399.06	
19 84	$399.06	x 8%	=$ 31.92 + $	399.06	=$ 430.98	
19 85	$430.98	x 8%	=$ 34.48 + $	430.98	=$ 465.46	
19 86	$465.46	x 8%	=$ 37.24 + $	465.46	=$ 502.70	

To Consummate Certificate No. 2 of 1966
after 15 years, 5 months due $502.70
Offer by check No. 2256 $229.29
Srinkage $273.41

(177)

Plaintiff did hold this Loan Contract from the 9th day of August 1979 until the 29th day of January 1986 as can be proven by the Contract and Defendant Walker's Check No. 762, Jay Sims the lender was then due interest for six (6) years and six (6) months at 18% on this Contract.

(178)

$37.97 X 1.18 = $44.81 at the end of the First time peroid.
$44.81 X 1.18 = $52.87 at the Second time peroid.
$52.87 X 1.18 - $62.39 at the end of the Third time peroid .
$62.39 X 1.18= $73.62 at the end of the Fourth time peroid.
$73.62 X 1.18 = $86.87 at the end of the Fifth time peroid.
$86.87 X 1.18 = $102.50 at the end of the sixth time peroid.
$102.50 X1.09 = $111.73 at the end of Six Months.

$111.73 less $83.53 the amount of the Check results in a Swindle of $28.20 . Not much until it is considered as $28.20 times thousands of Contracts. Some amounting to Ten Thousand dollars and more, is the principal amount of each Loan Contract with the State.

CERTIFIED
P 744 860 972
MAIL

Mr. John G Barrow
Route 1, Box 470
Callahan, FL 32011

Detached from PS Form 3849-A Oct. 1980

RETURN

2ND NOTICE

DATE

J HOLD

CLAIM CHECK 1.05262

H RAY WALKER
TAX COLLECTOR DELINQUENT ACCOUNT
COLUMBIA COUNTY FLORIDA

NCNB

NCNB National Bank
of Florida
Lake City, FL 32055

762

63-63
631 035

1/29/86 19

PAY TO THE ORDER OF Jay Sims $ 83.53

Eighty three and 53/00---------- DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT(S)

479 of 79

H. RAY WALKER

H. Ray Walker

⑈000762⑈ ⑆063100633⑆ 8514255701⑈

(179)

DR-509
REV. 12-75

TAX S .E CERTIFICATE No. 479

STATE OF FLORIDA OFFICE OF TAX COLLECTOR

I, MILDRED C. WOOD, Tax Collector for the County of COLUMBIA, in the State of Florida, do hereby certify that I did, at public auction, pursuant to notice given by law as required, on this the 30TH day of MAY, 19 79, sell to

Columbia County

~~Gloria O. Motes~~
~~4324 Charleston Lane~~
~~Jacksonville, Fl. 32210~~

the lands hereinafter described for the sum of *****31 DOLLARS and 55 CENTS, said sum being the amount due for taxes, interest, costs and charges of the described lands for the year of our Lord, One Thousand Nine Hundred and SEVENTY-EIGHT, that the above named purchaser of this certificate or assigns will therefore be entitled to a deed of conveyance of such lands in accordance with the law unless the same shall be redeemed within such periods of time as are provided by law, by payment of such amount and interest thereon from the date of this certificate at the rate of eighteen percent per annum, if purchased by the county or eighteen percent per annum (or at such lower rate of interest as may be bid by any purchaser other than the county).

Said lands are described as follows: to wit:

PARCEL NUMBER	EXEMPTION TYPE	EXEMPTION VALUE	TAXABLE VALUE	REAL ESTATE ROLL CODE	ACRES

(180)

SEC	TWN	RGE	PARCEL-ACCOUNT	DESCRIPTION: SUBD	BLOCK	LOT	AREA	GROUP	PAGE	LINE
			11685.001				0020		1313	07

NW DIV.
LOT 6, BLOCK 5 ALLINE THOMPSON S/D. ADDITION NO. 1.

STATE OF FLORIDA
COUNTY OF COLUMBIA

For and in consideration of the sum of $ 37.47, I herewith transfer and assign the within certificate to

Jay Sims

This 9th day of Aug. 19 79

By Mildred D. Wood

in the County of COLUMBIA, State of Florida.
The interest rate bid at the sale pursuant to Chapter 197, Florida Statutes, was 18 percent.

WITNESS my hand at LAKE CITY, Florida, this 30TH day of

MAY, 19 79.

Signature: Mildred D. Wood, Tax Collector

419-79

(181)

·(182)

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

Filed Feb. 15 5:06 PM '85
Clerk of District Court
Middle District of Florida
Jacksonville, Florida

JOHN G. BARROW JR

Plaintiff,

vs- Case No. 84-191-Civ-J-12

ROOSEVELT BAKER JR

Defendant

- - - - - - - - - - - - /

JOHN G. BARROW JR

Plaintiff,

vs. Case No. 84-412-Civ-J-12

T. BUCKINGHAM BIRD and
KENNETH E COOKSEY

Defendants,

- - - - - - - - - - - - /

JOHN G. BARROW JR

Plaintiff

vs- CASE No. 84-588-Civ-J-12

T.J. GREESON and
JAMES PAGE Appraiser

Defendants,

_ _ _ _ _ _ _ _ _ _ _ _ _ _/

JOHN G. BARROW JR

Plaintiff

vs- Case No. 84-1191-Viv-J-12

HAROLD B WAHl as an individual; Lawrence Page Haddock, as an individual and Henry F Martin as an individual

Defendants,

_ _ _ _ _ _ _ _ _ _ _ _ _/

JOHN G. BARROW JR

Plaintiff

vs- Case No. 85-91-Civ-J-12

H. R. WALKER Tax Collector Columbia County

Defendant,

_ _ _ _ _ _ _ _ _ _ _ _ _/

_ _

ORDER OF RECUSAL

The undersigned having determined that he should recuse himself from further pre-

siding over the above-styled causes, it is;

ADJUDGED:

That I Howell W. Melton, do hereby recuse myself from all further proceedings herein.

DONE AND ORDERED in Chambers at Jacksonville Florida this 15th day of February, 1985.

/s/ Howell W Melton
United States District Judge

Copies to:

Hon.Wm Terrell Hodges Chief Judge
United States District Court
Mr John G. Barrow Jr
Counsel of record.

EACH CONTRACT IS A SEPERATE CAUSE OF ACTION

WRITTEN ACCOUNTING OF EACH SEPERATE CONTRACT

County of

(Please fill in all blank spaces)

(1) Year Issued	(2) Contract Number	(3) Amount Of Loan	(4) Intrest Rate Stated on Contract	(5) Date Made Loan	(6) Date Holder Was Notified of Repayment	(7) Date of Check Paid to Holder	(8) Date of Cancell ation on Cert.	(9) No. of Months Money was Detained	(10) Factor Used to determ-ine-- Interest	(11) Amount Due lender as of April 1986	(12) Total amount offered to holder	
63	84											
64	71											
67	87											
67	76		12-8	7-67								
66	13		12-8	6-66								
63	25		12-8	6-64								
63	58		12-8	6-64								
67	73		12-8	7-67								
67	60		12-8	7-67								
67	97		12-8	7-67								
67	111		12-8	7-67								
69	105		12-8	7-70								
69	113		12-8	7-70								
68	77		12-8	7-69								
67	79		12-8	7-67								

EACH CONTRACT IS A SEPERATE CAUSE OF ACTION

WRITTEN ACCOUNT EACH SEPERATE

	(1) Year Issued	(2) Contract Number	(3) Amount Of Loan	(4) Intrest Rate Stated on Contract	(5) Date Made Loan	(6) Date Holder Was Notified of Repayment	(7) Date of Check Paid to Holder	(8) Date of Cancellation on Cert.
L.C.	1965	133		12-8	June 65			
L C.	1964	39						
L.C.	1963	70						
L.C.	1966	52			6-1-66			
L.C.	1966	32		12-8	June -66			
Co	1979	541		18%	Aug. 79			
	1970	111						
L.C.	1965	101-A		12-8	June 65			
L.C.	1967	79		12-8	7-3-67			
L	1966	2		12-8	6-1-66			
L.C.	1964	47		12-8	6-1-64			
L.C.	1967	2		12-8	7-3-67			
L.C.	1966	67		12-8	6-1-66			
L.C.	1967	76		12-8	7-3-67			

TING OF CONTRACT

County of _____

(Please fill in all blank spaces)

	(9) No. of Months Money was Detained	(10) Factor Used to determine-- Interest	(11) Amount Due lender as of April 1986	(12) Total amount offered to holder		